

**TERMS AND CONDITIONS OF SALE  
IMPERIAL PLASTICS INC. ("Seller")**

The following terms and conditions of sale, (i) as they appear below and on the face or back hereof and (ii) as they are amended and appear at [www.ip-inc.com](http://www.ip-inc.com), at the time of sale, govern the sale of all materials, goods, or services supplied by Seller to Buyer and apply notwithstanding any conflicting, contrary, or additional terms and conditions in any quotation, confirmation form, acceptance invoice, bill of lading, or other document, or communication from Buyer. By purchasing the Products, Buyer confirms that the terms and conditions apply to Buyer's purchase of the Products, regardless of the form or terms of Buyer's order. The terms and conditions set forth below and on the face or back hereof and as they appear on Seller's website at [www.ip-inc.com](http://www.ip-inc.com), as the case may be, constitute all of the terms of this Agreement between Buyer and Seller. No course of prior dealings or performance between the parties or usage in the trade shall be relevant to supplement or explain any terms used in this Agreement. No modification or waiver of these conditions of sale shall be binding upon Seller unless approved by an authorized representative of Seller in writing. ANY CONFLICTING WARRANTIES, TERMS AND CONDITIONS IN THE PURCHASE ORDER OR ANY OTHER OF BUYER'S DOCUMENTS SHALL BE CONSIDERED MATERIAL ALTERATIONS, WILL BE OF NO BINDING EFFECT, AND ARE HEREBY SPECIFICALLY OBJECTED TO AND REJECTED BY SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF. SELLER'S ACCEPTANCE OF ANY PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS OF THIS AGREEMENT (WHETHER SUCH TERMS ARE ADDITIONAL OR DIFFERENT TO THE TERMS FOUND IN SUCH PURCHASE ORDER).

**1. DEFINITIONS.** "Buyer" means the person or entity identified on the front side of Seller's invoices, quotations, or order confirmations. "Products" means the items described on the front side of any invoice, quotation, or order confirmation which Buyer has purchased or may purchase. "Purchase Order" means any purchase order or other communication from Buyer by which Buyer indicates its intent to purchase Products. "Seller" means Imperial Plastics, Inc., an Ohio corporation with its principal offices in Rittman, Ohio.

**2. ORDERS.** Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to Seller. Purchase Orders shall identify the Products, specifications of the Products, quantity of the Products, method of packing and shipment and required delivery dates. All orders are subject to approval by Seller at its offices in Rittman, Ohio by either acknowledgment to Buyer or commencement of performance.

**3. PRICES.** Prices shall be as specified by Seller and shall be applicable for thirty (30) days unless otherwise noted. Notwithstanding the foregoing, prices are based on current labor and material prices and shall be subject to change with notice to Buyer prior to Seller's acceptance of the order. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Seller shall be liable for or shall pay any of the foregoing, the same shall be paid by Buyer to Seller in addition to the price of the Products. In the event Buyer claims an exemption from any tax, a valid tax exception certificate must be furnished to Seller. Seller reserves the right to adjust prices on any order for (a) any alterations or changes requested by Buyer subsequent to Seller's acceptance of the order; (b) increases in the cost of fuel, power, material, supplies, or labor; and/or (c) foreign or domestic legislation enacted by any level of government which increases the cost of producing, warehousing, or selling the Products purchased hereunder.

**4. PAYMENT.** All payments under the terms herein, unless otherwise noted, are due and payable in United States funds ten (10) days net from date of invoice. In case payment is not made as agreed, Buyer agrees to pay: (a) Interest on past due payments from the time they are due at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum rate permitted by law; and (b) any and all costs and expenses of collection including reasonable attorney's fees incurred by Seller in its efforts to recover such amounts so due and owing. Nothing herein shall be deemed to provide for the payment of any amount not legally collectible by Seller. Seller shall have no obligation to extend credit or grant deferred payment terms with respect to any order except as may be specifically in writing agreed by Seller prior to acceptance of such order. No discounts shall apply unless specifically set forth above or on the face side hereof. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all work on Products to date. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Until the purchase price and all other sums due from Buyer are paid in full, Seller retains a security interest in the Products and in all products and proceeds thereof. Buyer hereby irrevocably authorizes Seller to file financing statements evidencing Seller's security interest in the Products.

**5. DELIVERY AND TITLE.** All shipments by Seller are FCA (Incoterms 2000) Seller's plant and all transportation charges shall be paid by Buyer in addition to the price of the Products unless otherwise agreed in writing by Seller. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer and any claims for losses or damage shall be made by Buyer directly with carrier. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller shall not be liable for loss, damage or expense due to delays in shipment or delivery. Seller shall use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's required delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only. Seller shall notify Buyer of estimated ship dates, but is not responsible for delays in shipping. If Buyer delays delivery of any Products, Seller may invoice Buyer for said Products, and hold them at Buyer's risk and expense pending instructions from Buyer. If Buyer accelerates the project, delays the project due to late data or late approvals, or impacts Seller's means, methods, sequences and techniques of construction, such action shall be grounds for changing price and schedule pursuant to Section 7 below. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

**6. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within ten (10) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery.

**7. CHANGES.** Buyer may request order changes with respect to the quantity, shipping or date of delivery of the Products prior to actual shipment of the Products from Seller's plant. If such changes result in increased cost or time to complete the manufacture of the Products or if there is a decrease in the quantity requested which invalidates any discounts offered by Seller, then the price and timing of the original order shall be adjusted accordingly and Buyer agrees to pay any such increased cost. Unless otherwise agreed, prices for the Products are based on standard specifications of Seller. Once orders have been accepted by Seller, no changes with respect to specifications will be made or allowed unless they are requested by Buyer and accepted by an authorized representative of Seller in writing and the new price and delivery time resulting therefrom are agreed upon in writing. Additional costs for the changes, including costs for additional tooling or engineering, will be reflected in the new price.

**8. CANCELLATION.** Buyer may make requests for cancellation or suspension of orders after they have been accepted by providing such request in writing to Seller. However, no orders will be accepted by Seller with the understanding they may be later canceled and Seller reserves the right to refuse such requests for cancellation or suspension of orders. If and when cancellations are approved by an authorized representative of Seller, Buyer agrees it will immediately and fully reimburse Seller for cancellation charges which are determined in the sole discretion of Seller.

**9. LIMITED WARRANTY.** Seller warrants to Buyer that Products manufactured by Seller shall conform to the specifications, description or samples, if any, supplied to Buyer for a period of one (1) year from the date of shipment. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION 9 SHALL CONSTITUTE A WARRANTY. The parties hereto expressly agree that Buyer's sole and exclusive remedy for nonconforming Products shall be, at Seller's option, the replacement or repair of the Products or refund of purchase price (without interest). Products not manufactured by Seller are not warranted by Seller and are sold only with the warranties, if any, of the manufacturer thereof. Seller's warranty does not apply to any Product which has been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper storage or maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents.

Any claim by Buyer with reference to the Products sold hereunder shall be deemed waived by Buyer unless submitted in writing to Seller within the earlier of (a) thirty (30) days following the date Buyer discovered or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty; or (b) thirteen (13) months following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

**10. LIMITATION OF LIABILITY.** SELLER'S LIABILITY FOR ITS PRODUCTS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY SELLER TO BE DEFECTIVE, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH PRODUCTS OR PARTS THEREOF. AT SELLER'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO SELLER. IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS. IT IS UNDERSTOOD AND AGREED THAT BUYER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE ACCEPTANCE, HANDLING, TRANSPORT, STORAGE, USE AND DISPOSAL OF THE PRODUCTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS.

11. **DISCLAIMER OF DAMAGES.** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OF PRODUCTS TO BUYER INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATIONS OR WARRANTY IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS A RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED THROUGH THE USE OF THE PRODUCTS), DAMAGES OR LOSSES RESULTING FROM CLAIMS OR OTHER PERSONS AGAINST BUYER, OR DAMAGES OR LOSSES SUSTAINED AS A RESULT OF WORK STOPPAGE. BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

12. **FORCE MAJEURE.** No party shall be responsible for any failure to comply with the terms of this Agreement, or for any delay in performance of, or failure to perform under this Agreement where such failure or delay is due to causes beyond the control of the party sought to be charged. The parties' obligations shall be suspended during any such period to the extent of any such inability to perform. Events beyond the control of a party shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war (declared or undeclared), rebellion, insurrection, sabotage, epidemic, quarantine restrictions, lock-outs, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, inability to secure at a reasonable price or in a commercially reasonable manner necessary raw materials or machinery, acts of God, acts (including laws, regulations, disapprovals or failure to approve) of any government

13. **PATENTED PROCESS.** Except in the case of articles, materials and designs furnished or specified by Buyer, Seller, at its own expense, shall defend any suit brought against Buyer on the ground that use of the Products furnished hereunder by Seller infringes any United States patent existing on the date of this Agreement, and shall pay the amount of any judgment that may be awarded against Buyer in any such suit, provided and upon condition that Buyer shall have made all payments due under this agreement and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Buyer; (b) permit Seller to take complete charge of the defense of such suit and to compromise the same, if deemed advisable; and (c) assist in every reasonable way in the conduct of such defense.

In the event that Buyer shall be enjoined by a court of competent jurisdiction from which no appeal can be taken from using the Products for the intended purpose on the ground that use of the Products infringes any such United States patent, or if it is established to Seller's satisfaction, upon due investigation, that use of the Products infringes any such United States patent, Seller at its option, may either (w) procure for Buyer a license to continue using the Products; (x) modify the Products so as to make them noninfringing without seriously impairing its performance; (y) replace the Products with goods which are substantially the equivalent but noninfringing; or (z) remove the Products from Buyer's plant, in which event Seller shall refund to Buyer the purchase price less depreciation at the rate of 20% per annum. The foregoing sets forth Seller's entire liability to Buyer for patent infringement based on the possession and use of the Products by Buyer. Seller shall have no obligation whatsoever arising out of any patent infringement claims directed to a process or a method.

Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of, the infringement of any United States patent arising from the manufacture of any of the Products in accordance with specifications furnished by Buyer or from the sale thereof.

The purchase of the Products does not entitle Buyer to employ the same with any patented process owned by Seller or others.

14. **OWNERSHIP.** The specifications, drawings, manufacturing data and other information transmitted between Seller and Buyer in connection with Seller's quotation and any resulting sale are the property of the originating party and are to be treated as Trade Secrets or Confidential Information pursuant to Section 15 below. Equipment, dies, molds, or other personal property supplied by Buyer to Seller shall remain the property of Buyer unless otherwise agreed in writing. Buyer owns (a) the rights to all parts produced from specific tooling developed to produce proprietary parts; and (b) for accounting purposes, the part development cost value. Seller owns all intellectual property used to develop and produce parts. Intellectual property includes drawings, manufacturing data, and the physical tools created and developed by Seller.

15. **CONFIDENTIALITY.** Each party acknowledges that, in the course of its dealings with the other party hereunder, it will be made aware of, be exposed to or otherwise receive: (a) business, scientific, technical or manufacturing information; (b) product specifications, drawing, manufacturing data; (c) marketing materials, financial information, and listing of names, addresses or customers or potential customers; or (d) Product defect, design defect, pending recall or similar information (collectively, "Trade Secrets or Confidential Information"). The parties agree that neither party shall communicate, divulge, or use the Trade Secrets or Confidential Information for the benefit of another person: except (x) to the extent necessary to fulfill its obligations hereunder; (y) to the extent any such information shall become generally available in writing to the general public (other than by breach of this provision); or (z) to the extent required by a court of competent jurisdiction or necessary to comply with any applicable law, regulation or order. Each party shall require all employees to whom such Trade Secrets or Confidential Information are disclosed to agree, to the same extent as each party has agreed hereunder, to maintain the confidentiality of such Trade Secrets or Confidential Information and not disclose them to others. The parties agree that money damages alone will not be a sufficient remedy for any breach of the provisions of this Section 15 and that in addition to all other remedies, the non-breaching party will be entitled to injunctive or other equitable relief as a remedy for any such breach.

16. **COMPLIANCE WITH LAWS.** Buyer agrees that the Products will not be used, resold, transferred, exported or reused in any way by Buyer in violation of any laws, regulations of any local state or other governmental entity and Buyer shall indemnify, defend and hold harmless Seller from any harm or damages or liability caused to it (including but not limited to reasonable attorney fees, court costs and costs of investigation and defense) by any of the foregoing uses or for the failure to comply with any laws or regulations. This Agreement is subject in part to applicable governmental laws, regulations and rules of the government of the United States, including departments, agencies and sub-divisions thereof, and of the country in which the equipment and/or services to be sold will be installed, used, or performed. Should any governmental authority prohibit the performance of this contract, in whole or in part, or if the exportation or importation of the equipment which is the subject of this proposal, or any resulting contract, be precluded because of the inability, within a reasonable time, to obtain an export or import license therefore, as appropriate, then Seller's obligations under the quotation or any resulting contract shall be expunged, at Seller's option, and Seller shall be entitled to reasonable termination charges for the cancellation of any resulting contract. It shall be Buyer's responsibility to provide any required applications, documentation, or any action which may be necessary to obtain any required license(s) to export from the United States or import into Buyer's country. These documents as applicable, may include but are not limited to, U.S. Government Form ITA-629, International Import Certificate, Country End-User Certificate and Import License.

17. **DEFAULT.** Each of the following shall constitute an event of default (hereinafter "Event of Default") hereunder: (a) Buyer shall fail to remit any payment due to Seller when due; (b) actual or anticipated breach or default by either party of any material term hereof; (c) either party shall become insolvent, make, an assignment for the benefit of creditors or any petition in bankruptcy or any action under any reorganization, insolvency or moratorium law, or any other law or laws relating to or for the relief of debtors shall be commenced or filed against or for such party; or (d) any receiver, trustee, custodian or similar official shall be appointed to take possession of the properties of either party. If any Event of Default shall occur, the non-defaulting party, at its option, may: (y) proceed by appropriate court action or actions either at law or in equity to enforce performance or to recover damages for the breach of the defaulting party; or (z) immediately, by notice in writing to the defaulting party terminate all pending orders. An Event of Default for any reason whatsoever shall not relieve either party of any obligation due to the other party on, or accrued as of, the date of such termination and the obligations of the parties contained in Sections 4, 9, 10, 11, 13, 14, 15, 17 and 18 shall survive any such Event of Default. The remedies herein provided shall be cumulative not exclusive, and shall be in addition to all other remedies in its favor existing at law or in equity.

18. **CHOICE OF LAW AND JURISDICTION.** This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to the conflict of laws rules thereof.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY OHIO STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN CUYAHOGA COUNTY, OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH OHIO STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

19. **MISCELLANEOUS.** No rights, duties, agreements, or obligations hereunder may be assigned or transferred by either party unless in connection with the transfer of all or substantially all of the assignor's business or upon written consent of the other party. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their permitted successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The several captions used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof. Any clerical errors are subject to correction.

20. **COMPLETE AGREEMENT.** This Agreement sets forth the sole and entire agreement between the parties regarding the sale of the Products herein and supersedes any and all prior or contemporaneous oral and written agreements between them regarding the same.

A copy of the governing TERMS AND CONDITIONS OF SALE for the products sold by Imperial Plastics Inc. is available on request and at [www.ip-inc.com](http://www.ip-inc.com).