



## Terms and Conditions of Sale

These standard Premium Label & Packaging Solutions, LLC ("PLPS") Terms and Conditions of Sale ("T&C") shall apply to all sales and contracts for the sale of products ("Products") by any PLPS company and constitute a material part of the purchase for products and/or services ("Services") provided by Premium Label and Packaging Solutions, LLC ("Seller") to the purchaser of the Services ("Buyer") and the products. PLPS's acceptance of Buyer's offer or purchase order is expressly conditioned on Buyer's assent and agreement of these T&C. Notification is hereby given that PLPS objects to and rejects any terms or conditions contained in any purchase order or other customer communication that are different, conflicting, inconsistent, or additional to these T&C. Upon issuance of a PLPS order acknowledgment, the T&C are incorporated by reference and are binding upon PLPS and Buyer.

### Price

All prices are based on quotation requests. All prices are exclusive of any taxes or duties. Taxes will be added to the invoice price unless the Buyer provides PLPS with a valid exemption certificate.

Upon receipt of Buyer purchase order, PLPS will create an order acknowledgment which will have the price for the indicated quantity and any other related manufacturing charges that may include plate, set-up or other miscellaneous charges.

### Delivery, Title, Risk of Loss

All products are sold Ex-Works the location of the PLPS facility from which the orders are shipped. Unless otherwise indicated on PLPS acknowledgment Buyer shall pay and be liable for all costs of shipping, delivery, and insurance. Title and risk of loss shall pass at PLPS shipping dock, regardless of the freight terms or method of payment of transportation costs. PLPS may ship and Buyer shall accept up to 10% more or less than the ordered quantity, unless otherwise specified.

PLPS shall make reasonable efforts to produce Products on or before the scheduled shipping date on the order acknowledgment, but such schedule may vary due to conditions beyond PLPS's control such as temporary raw material shortages or natural disasters. PLPS will not be liable for damages or penalties for delays in delivery.

If shipment is specified to be by Buyer's vehicle or carrier, pick-up shall be made within 5 days after Buyer has been notified that Products are ready. PLPS shall have the right to assess storage charges and invoice Buyer if Product is not picked up within this time.

PLPS shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment will become due in accordance with the following Payment Terms.



## Payment Terms

Buyer shall be invoiced for the actual quantity shipped plus any agreed upon setup or manufacturing related costs. Standard payment terms are net 30 from invoice date, unless otherwise stated in the order acknowledgment or agreed upon in writing.

Credit Approval and Accuracy Information. All orders are subject to current credit approval. From time to time, Seller may review Buyer's creditworthiness. Buyer agrees to provide Seller with all credit information reasonably requested, and Buyer represents and warrants to Seller now, and each time Buyer places an order, that all information Buyer has provided is true and correct, and that Buyer has not omitted any information necessary to make such information not misleading. Seller may refuse to accept any order or refuse shipment if Buyer does not meet Seller's current credit requirements. Buyer authorizes any credit references provided by Buyer to Seller to release credit information about the Buyer's account. Buyer agrees to indemnify and hold harmless the listed references and Seller and their employees and agents from any liability resulting from the released information, the evaluation of this application, and the extension of credit hereunder.

In the event PLPS deems that Buyer's financial status is unsatisfactory, PLPS may revoke credit terms and/or require payments in advance. If Buyer is in default of any obligation, PLPS may require payment in full of total amount due prior to shipping new orders. For balances past due, Buyer shall accrue a late charge equal to 1.5% of the unpaid balance per month accruing from the due date.,

## Claims

Buyer shall inspect delivery promptly. Any missing or damaged portions of the shipment must be filed with the carrier and noted on the bill of lading and reported to PLPS within 3 business days of receipt.

Any concealed damages or non-conforming Products must be reported in writing to PLPS within 5 days of finding such defects. Notice should include all details and photos when available to support the Buyer's claim. Note that the entire shipment must be retained until the damage inspection is reviewed by the carrier for shortages or assessment of non-conforming Products has been completed by PLPS and Buyer. A determination of credit will be made once the claim has been evaluated.

As all product is custom, returns are not accepted.



### Warranties, Limitation of Liability and Indemnification

PLPS warrants products for 1 year following the date of deliver for conformity to written specifications and that such products are free from defects in material or workmanship, provided that Buyer properly handles and stores products during this period. Product should be kept away from direct sunlight or heat producing areas, transported and stored in temperatures not to exceed 75 degrees, in a controlled cool environment, pallets should not be double stacked. For any defect claim reported within 1 year, Buyer must provide details of claim, non-conformity and testing results. Return of all or portion of Product will be required to perform additional testing and evaluate claim. PLPS' liability shall be limited to either refund of purchase price, credit against open orders or replacement of product with respect to Buyer's claim of an alleged defect after delivery.

Buyer shall indemnify and hold harmless PLPS (and its employees and subsidiaries) from and against any and all judgments, liabilities, damages, losses, expenses and cost incurred or suffered by PLPS, which relate to or arise (a) out of Buyer's use or handling of products; (b) Buyer's breach of any warranty or obligation in these T&C; (c) infringement or violation of any third party's intellectual property; and/or (d) any negligence or intentional misconduct by Buyer .

### Governing Law

Any and all disputes arising under or in connection with purchase and sale of products, including without limitation Buyer's purchase order, PLPS Acknowledgment, invoice or T&C shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law rules that might direct the application of laws of any other jurisdiction.