



Terms and Conditions of Sale ("Agreement")

ENTIRE AGREEMENT: Comco Plastics, Inc. ("Seller") agrees to sell Products covered herein ("Products") to the Buyer and any subsequent Buyer (collectively, "Buyer") on the following terms and conditions of sale ("Terms and Conditions") which supersede any prior or contemporaneous terms of buyer, whether oral or written. This Agreement constitutes the entire agreement between parties with respect to the Products, and this Agreement may not be modified, amended or waived in any way except in writing by a duly authorized representative of Seller. All references by Seller to Buyer's specifications and similar requirements are only to describe the Products covered hereby and no warranties or other terms therein shall have any force or effect. Accordingly, any purchase order or other written documentation of Buyer issued before or after delivery of these Terms and Conditions to Buyer (collectively, "PO") is intended solely for administrative convenience and no term or condition in any PO, including without limitation, and expanded warranty or indemnity obligation imposed upon Seller, will be binding upon Seller. In the event of a conflict between these Terms and Conditions and any PO, these Terms and Conditions will control unless the PO contains express and specific statement that a particular term is to control, this section is referenced, and the statement is executed by a duly authorized office of Seller.

QUOTATIONS AND ORDERS: All quotations are subject to Seller's acceptance at time of order and may be modified, rescinded, or expire without notice. Quotations are for prompt acceptance as pricing and lead times are subject to prior sale, scheduling changes, and price increases. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. All prices are quoted in US Dollar (US\$ or USD). All orders shall be placed by means of Buyer's Purchase Orders. Verbal orders shall not be accepted.

Unless otherwise instructed in writing by the customer, all orders are subject to quantity variation of plus or minus five percent (5%) the quantity ordered. The quantity shipped will be invoiced at the contract price.

SALES AND SIMILAR TAXES: Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of the Products hereunder or the use thereof by the company or by the Buyer shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the company with a tax exemption certificate acceptable to the taxing authorities.

MINIMUM ORDER: Seller has no minimum order. However, in order to offset the cost of processing small orders, Seller will add a \$50.00 processing fee to orders for less than \$250.00, per line item for shipment to one location at one time.

CREDIT AND PAYMENT TERMS: Terms to Buyers whose credit has been approved by Seller are net 30 days after date of invoice, unless otherwise agreed to in writing by Seller, payable in US currency at Seller's Woodhaven, NY office, or at any other location designated by Seller. Seller shall have the right to make partial shipments and payments therefor shall be due 30 days thereafter. Buyer grants seller a security interest in Products until full payment by Buyer. If Buyer fails to make payments for the Goods when due, Buyers account shall be deemed delinquent and Buyer shall be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be liable to Seller for all costs and expense of collection, including court costs and reasonable attorney's fees.



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Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed by the Buyer, payments shall become due from the date when the company is prepared to make shipment. If the work covered by the purchase order is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion. Products held for the Buyer shall be at the risk and expense of the Buyer.

If the financial condition of the Buyer at any time does not in the judgment of the company, justify continuance of the work to be performed by the company under the purchase order on the terms of payment originally specified, the company may require full or partial payment in advance and, in the event of bankruptcy or insolvency laws, the company may require full or partial payment in advance and, in the event of bankruptcy or insolvency laws, the company shall be entitled to cancel an order then outstanding and shall receive reimbursement for its cancellation charges.

DELIVERY AND TITLE: Unless otherwise specifically provided in writing, title to the Product shall pass to the Buyer upon delivery to the carrier F.O.B. Seller's Plant and thereupon all risk of loss or damage shall be upon the Buyer whose responsibility it shall be to file claims with the carrier.

Title and right of possession of such Products shall remain personal property until all payments hereunder (including, deferred payments whether evidenced by notes or otherwise) shall have been made in full in cash and the Buyer agrees to do all acts necessary to perfect and maintain such right and title in the company.

Seller will honor PO terms with respect to shipments made on Buyer's choice of carrier account; ship collect. If the company is invoiced and charges subsequent any collect shipments, Seller will reserve the right to bill said charges to Buyer as part of respective PO. In the event of a clerical effort on the part of the company, whereas Buyers' PO requests shipment collect and the company ships prepaid and add; Buyer is not absolved completely of shipping charges. Buyer shall be responsible for reasonable shipping charges.

INSPECTION AND ACCEPTANCE: Buyer must report any shortages, incorrect Product, damages or deficiencies within ten (10) days of receipt of the initial shipment. Any such claim shall be in writing and fully detail the deficiencies associated with the Product. The absence of a claim within ten (10) days shall constitute Buyer's unqualified acceptance and waiver of any and all claims of deficiency in the Product. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by seller within five (5) days of the receipts of the Product. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at the time of delivery, on which receipt the loss or damage has been noted. Products will not be accepted for return without written authorization from Seller.

FORCE MAJEURE: Seller shall not be liable in damages nor shall Buyer have the right to terminate this Agreement for any delay or default in performing hereunder by Seller if such delay or default is caused by conditions beyond its control including but not limited to: (i) Acts of God; (ii) Government restrictions (including the denial or cancellation of any export or other necessary license), acts of the public enemy or any other individual, civil, or public disturbance; (iii) shortages in or the inability to obtain raw materials, power, or transportation; (iv) breakdowns, accidents, loss or damage to facilities or equipment; or (v) any other cause beyond the reasonable control of Seller.



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CANCELLATION, CHANGES AND RETURNS: Buyer's purchase orders are not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by seller prior to or as a result of such cancellation, charge or return. In the event of any change, Seller shall be entitled to revise its prices and delivery dates to reflect such change. At seller's sole discretion, Product may be returned for credit at a price agreed between the parties less shipping and handling charges.

No Returns will be accepted without a return authorization number issued by an authorized representative of Seller. The return authorization number must appear on all paperwork.

WARRANTY AND LIMITATIONS OF LIABILITIES: Seller warrants that each Product to be delivered hereunder will be of the kind designated or specified, as the case may be, and no other warranty, except of title, shall be implied. The liability of the company (except as to title) arising out of the supplying of said Product, or its use, whether on warranties, contract, negligence or otherwise shall not in any case exceed the cost of correcting defects in the Product as herein provided, and upon the expiration of the applicable warranty period specified herein, all such liability shall terminate. The foregoing shall constitute the sole and exclusive remedy of the Buyer and the sole and exclusive liability of the company. The warranties stated in this paragraph are in lieu of all other warranties (except of title). Written or oral, statutory, express or implied, including any warranty or merchantability or fitness for purpose.

TECHNICAL ADVICE: Any technical advice furnished, or recommendation made by the company or any representative of the company concerning any use or application of any Product furnished under the company concerning any use or application of any Product furnished under the contract is believed to be reliable but the company makes no warranty, express or implied of results to be obtained. The Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such Product.

Quality and Delivery Expectations: Comco evaluates vendors as per our ISO requirements. Vendors are evaluated, and ratings are based on the results of the incoming inspection reports generated for all products entering our facility during the review period in question. We have established and set the supplier community's overall performance goal at or above 88%. For your reference, please find the below the rating legend that explains how we rate our supplier community.

Rating Legend

| | |
|---------|-----------|
| 88-100% | Excellent |
| 77-87% | Good |
| 66-76% | Marginal |
| </=65% | Poor |

An overall performance rating of 77%, at minimum is expected from our suppliers. Suppliers only achieving a marginal rating of 66% through 76% should be concerned. Two consecutive months of Marginal Performance require a Corrective Action and Improvement Plan. Suppliers with an Overall Rating of 65% or less are considered unacceptable and will require immediate supplier action for improvement before Comco is able to purchase from that vendor again. This overall performance rating represents the arithmetic mean of your on-time delivery rating. The supporting detail resides on file at COMCO Plastics, Inc. and can be provided upon request.