

QUOTATION TERMS AND CONDITIONS

1. ACCEPTANCE. No order submitted pursuant to this quotation will be binding on Seller unless accepted by the issuance of Seller's Acknowledgment and Sales Order.
2. ERRORS. Any errors incorporated in or appearing on this quotation are subject to correction.
3. MANUFACTURING TOLERANCES. Unless otherwise indicated, price data covers only material conforming to Seller's standard manufacturing limits as to sizes, tolerances, finishes and properties.
4. SHIPPING TOLERANCES. Unprinted materials +/- 10%.
Printed products:
5. REVISION OF TERMS AND CONDITIONS. None of Seller's sales representatives has authority to modify, rescind or revise any of these terms and conditions or any of the terms and conditions appearing on Seller's Acknowledgment and Sales Order. To be effective, any waiver or revision of such terms and conditions shall be in writing and signed by an officer of Seller.
6. CHANGE IN PRICES. The prices quoted herein are based upon existing conditions and are subject to change at any time at Seller's discretion prior to acceptance of orders and thereafter as provided in Seller's Acknowledgment and Sales Order.
7. TERMS OF SALE. BUYER'S SUBMISSION OF AN ORDER IN RESPONSE TO THIS QUOTATION SHALL CONSTITUTE BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS. The resulting agreement for sale shall be incorporated in Seller's Acknowledgment and Sales Order containing Seller's terms and conditions

SHIPMENT QUANTITY	TOLERANCE
Million Square Inches	Percent
Up to 5, excel.	+100, - 50
5 to 10, excel.	+/- 40
10 to 20, excel.	+/- 30
20 to 30, excel.	+/- 20
30 to 50, excel.	+/- 15
50 and over	+/- 10

ALCOA PACKAGING GENERAL TERMS OF SALE effective 12/01/07

1. PRICES, TAXES. THE PRICES FOR THE PRODUCTS OR SERVICES COVERED BY THIS AGREEMENT ("Agreement") ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE PRICES IN EFFECT AT THE TIME OF EACH SHIPMENT. Buyer shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Buyer of such products or services.
2. ACCEPTANCE: No order pursuant to this proposal will be binding on us unless accepted in writing by the execution and delivery of our formal acknowledgement form.
3. WARRANTIES. As to its products at the time of shipment Seller warrants good title, freedom from defects in material and workmanship and conformance to its standard specifications and those stated on the front of this Agreement. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Buyer shall promptly notify Seller of any suspected breach of Seller's warranties and hold the products for Seller's inspection. Products may not be returned by Buyer without written authorization from Seller.
4. LIMITATION OF LIABILITY. SELLER'S EXCLUSIVE LIABILITY FOR THE BREACH OF ANY OF ITS WARRANTIES SHALL BE TO REPLACE NONCONFORMING PRODUCTS AT THE ORIGINAL POINT OF DELIVERY, TO REPAIR NONCONFORMING PRODUCTS OR TO REFUND BUYER'S PURCHASE PRICE FOR THE NONCONFORMING PRODUCTS, WHICHEVER OPTION SELLER SELECTS. SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCT OR SERVICE UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. REGARDLESS OF PRIOR DEALINGS, ANY CLAIM BY BUYER SHALL BE DEEMED WAIVED UNLESS PRESENTED IN WRITING TO SELLER WITHIN 60 DAYS FROM THE DATE OF DELIVERY OR WITHIN SUCH OTHER TIME PERIOD AS SELLER MAY HAVE PROVIDED IN WRITING.
5. PAYMENT TERMS. Payment terms shall be as stated on the front of this Agreement. Payment shall be made to a bank or other institution designated by Seller but shall not constitute final settlement of Buyer's account until accepted as such by Seller, even if Buyer's check, draft or money order provides otherwise. If Buyer fails to make timely payments or if, in Seller's opinion, either the financial condition of Buyer or Buyer's affiliates or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate this Agreement, in which event unpaid invoices shall become immediately due and payable. As to any party, the term "affiliates" means any corporation, partnership, trust or other entity controlling, controlled by or under common control with such party. Buyer agrees to pay 1% per month charge which may be assessed by Seller on unpaid invoices from their due dates and Seller's reasonable costs of collection, including, but not limited to, reasonable attorneys' fees.
6. CLAIMS. Buyer's claim on discounts or allowances applicable to any invoice of Seller shall be deemed waived unless made within 12 months of invoice date.
7. SETOFF. Seller shall be entitled to setoff any amount owed by Buyer to Seller or to any of Seller's affiliates against any amount payable by Seller in connection with this Agreement.
8. TITLE, RISK OF LOSS. Except as provided in section 12, title to and risk of loss of the products covered by this Agreement shall remain with Seller until delivery is made as defined in section 11. Title to products stored by Seller as security for payment or otherwise shall not pass to Buyer.
9. FORCE MAJEURE. Seller shall not be liable for failure or delay in performance under this Agreement due in whole or in part to causes such as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of Seller, whether or not of the kind specifically enumerated above. Under any such circumstances, Seller shall have the additional time needed to complete this Agreement and the right to allocate its available supply, in a fair and reasonable manner, to itself and among any or all customers, including, but not limited to, its subsidiaries and affiliates.
10. INFRINGEMENT. Products covered by this Agreement carry a license, under Seller's intellectual property rights (i.e., patents, trademarks, copyrights and proprietary information), to use or resell them in the form sold, but no other license. As to products in Seller's standard line, Seller shall defend and indemnify Buyer against claims that their use or sale in such form infringes U.S. intellectual property rights. As to other products, Buyer shall defend and indemnify Seller against claims that (i) products made as specified by Buyer or including printed matter approved by Buyer infringe intellectual property rights and (ii) products exported by Buyer infringe foreign intellectual property rights.
11. SHIPPING TOLERANCES. Except as otherwise provided in Seller's price data publications, the total Agreement and each delivery shall be subject to a shipping quantity tolerance of + 10 percent.
12. EQUIPMENT. Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by Seller to support this Agreement shall remain Seller's property and in its sole possession and control. Any die service or other equipment charges assessed by Seller are for the use of such equipment and convey no ownership or intellectual property rights to Buyer. If Seller has not made shipments to Buyer of products made with such equipment for a period of one year or if Seller discontinues manufacturing products with such equipment, Seller may dispose of such equipment after 30 days' prior written notice to Buyer. Until then, Seller shall keep such equipment available to fill Buyer's orders.
13. DELIVERY TERMS. Delivery terms stated on the front of this Agreement are defined in Section 2.319 of the Uniform Commercial Code and ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THOSE IN EFFECT AT THE TIME OF EACH SHIPMENT. F.O.B. DESTINATION shipments shall be made only to locations in the contiguous 48 United States served by common carrier nearest the SHIP TO address. Additional costs for special handling or routing specified by Buyer shall be for its account. F.O.B. SHIPPING POINT applies to deliveries at Seller's plant or warehouse, including Buyer pick up.
14. EARLY AND DEFERRED SHIPMENTS. Seller may, at its option, ship up to 14 calendar days prior to the estimated shipping schedule stated on the front of this Agreement. Buyer may defer shipments under terms mutually agreed to in writing with Seller and provided Buyer assumes the risk of any loss or deterioration of products that occurs after 30 days from such estimated shipping schedule date.
15. CANCELLATION. If Buyer chooses to cancel order after start of production, Seller will issue invoice at full value of order. If Buyer chooses to cancel order prior to production, Seller will determine if Seller is liable for raw materials ordered. In so, a charge of 30% of the invoice will be applicable to Buyer.
16. FINISHED GOODS within tolerance levels of the order that have not shipped within 90 days from the original promised date on the order will be subject to 1.5% of invoice value carrying costs per month.
17. ORDER EXPEDITES by Buyer are subject to a 50% premium up charge as agreed to by Seller and Buyer at time of expedite request and reflected as line item charge on Buyer's Purchase Order before expedite process will be initiated by Seller.
18. WAIVER. Seller shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Seller or of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by Seller or the exercise of any other right, power, privilege or- remedy by Seller.
19. GOVERNING LAW. The laws of the state of Delaware shall govern the validity, interpretation, construction and effect of this Agreement
20. GENERAL. This Agreement contains the entire agreement of the parties with respect to the products or services covered by this Agreement, and all previous contracts, purchase orders, proposals, discussions and communications relating to the products or services covered by this Agreement are superseded except to the extent that they have been incorporated by direct reference. This Agreement may not be amended without Seller's written consent for any provision of this Agreement, whether a paragraph, sentence or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation or construction. Any errors incorporated in or appearing on this Agreement are subject to correction by Seller.