

CLOSURE SYSTEMS INTERNATIONAL, INC. ("Seller")
TERMS AND CONDITIONS OF SALE (revised 09/10)

1. **TERMS.** Any different or conflicting terms or conditions in Purchaser's purchase order are not binding upon Seller and are hereby rejected by Seller unless specifically accepted by Seller in writing. The acceptance by Purchaser of all or part of the Goods or the failure of Purchaser to object to these terms and conditions in writing shall be conclusively deemed an acceptance by Purchaser of these terms and conditions in their entirety. Terms are subject to change without notice. Each incremental shipment of goods, equipment, supplies, or delivery of services or other terms described on the order ("Goods") may be invoiced at the time of shipment or delivery of services in accordance with the terms hereof, or in an amount proportional to that of the total stated price. Seller reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is less, on amounts not paid in accordance with the terms hereof.

2. **CHANGE OF PRICE.** Unless specified otherwise in a writing signed by Seller, the prices and changes quoted by Seller shall be adjusted to, and Goods covered by this order shall be invoiced at, the prices and charges fixed by Seller at the time of, and for, each shipment under this order. Such prices and charges shall not exceed the prices and charges appearing on Seller's applicable price schedule, if any, in effect at the time of each shipment. The prices and charges quoted by Seller do not include state or federal excise, sales or use taxes (if any). All such taxes in effect or hereafter levied, which are applicable to the order, are in addition to such prices and will be paid by Purchaser.

3. **PAYMENT.** Payment shall be made by wire transfer of immediately available funds or receipt of check by the 30th day following the invoice date. All invoices submitted by Seller are payable in United States Dollars in the full amount shown to be due on such invoice. All contracts and orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment by Purchaser, Seller may demand different terms of payment from those specified herein and may demand assurance of Purchaser's due payment. Any such demand may be oral or written; and, Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Purchaser fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of this order which has not been fully performed, or may resume production and may make shipment under reservation of possession of a security interest or may demand payment against tender of documents of title.

4. **DELAYS.** If a firm or specific shipping date (excluding an estimated date) is not agreed to in a writing signed by Seller, Seller shall use reasonable efforts to fill this order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling this order nor liable for any losses or damages resulting from such delays. Purchaser may not cancel this order for such delays.

5. **FORCE MAJEURE.** Seller will not be liable for delays in filling this order or failure in the performance of any of its obligations hereunder caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuels or power, fires, floods or other acts of God, acts or omissions of Purchaser, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the federal or any state government, restrictions imposed by federal or state legislation or regulations thereunder, or any cause, whether similar or dissimilar to those therein enumerated, beyond the control of Seller.

6. **WARRANTY.** Seller warrants to Purchaser that Goods supplied by Seller pursuant to this order will, at the time of shipment, conform to Seller's description; that Seller will convey good title thereto; that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Purchaser; and that such Goods will be free from defects in materials and workmanship. This warranty shall extend only for a period of 30 days from the date of shipment to Purchaser, and Purchaser may not make any claims for breach of warranty after such period. SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SELLER

MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. SAMPLES, IF ANY, SUPPLIED BY SELLER WILL NOT BE REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EITHER EXPRESS OR IMPLIED.

7. INSPECTION, ACCEPTANCE OF REJECTION. Inspection, acceptance or rightful rejection of Goods shall be made within 30 days after Purchaser's receipt of the Goods. Purchaser shall promptly notify Seller of any non-conformity or defect and hold such Goods pending Seller's inspection. Purchaser's failure in either respect will constitute a waiver of such nonconformity or defect.

8. REMEDIES; LIMITATION OF LIABILITY.

(a) Seller's liability and Purchaser's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty is expressly limited to Seller's choice of (i) the repair of nonconforming or defective Goods, (ii) the replacement of nonconforming or defective Goods with conforming Goods at the applicable FOB point, and (iii) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such repair, replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned only after inspection by Seller and receipt by Purchaser of definite shipping instructions from Seller.

(b) Seller shall not be liable for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of or relating to: (i) any breach of contract or warranty, tort (including negligence and strict liability), or other theories of law with respect to products sold or services rendered by Seller, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or nonconforming Goods; (iii) breach of any other provision of this agreement; or, (iv) any claim of any kind arising out of or relating to any order or Seller's performance in connection therewith. In any event, Seller's liability to Purchaser shall not exceed the purchase price of the Goods on which such liability is based.

9. TITLE. Title and ownership with respect to Goods sold shall remain with the Seller until: (a) in the case of domestic shipments, when Seller tenders the Goods to Purchaser (or its designated carrier) at the designated FOB shipping point, and (b) in the case of international shipments: (i) where the Goods are transported by overseas vessel, when the Goods reach international waters, or (ii) where the Goods are transported by means other than overseas vessel, when the Goods arrive at the Frontier (after export but before import).

10. INDEMNITY. Purchaser shall release, hold harmless, indemnify and defend Seller from and against all liabilities (including without limitation any liability for negligence or strict liability), claims, losses, suits and costs caused by, arising out of or relating to the design of Goods supplied hereunder or the design of the packages or containers in which they are shipped, if such Goods, packages or containers are made in compliance with designs, specifications or instructions provided by Purchaser or explicitly or implicitly required by Purchaser.

11. TERMINATION OF ORDER. Purchaser may not terminate this order without the prior written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination.

12. DELIVERY AND TRANSPORTATION. Unless otherwise agreed to by Seller in writing, sales of Goods are FOB origin (domestic sales only; international sales term as designated by Seller). If (i) a shipping term is agreed to by Seller under which Seller assumes responsibility for transportation of the Goods, or (ii) Purchaser requests that Seller arrange for transportation of the Goods to Purchaser at Purchaser's expense, the method and agency of transportation and the routing will be designated by Seller. Excess packing, shipping and transportation charges resulting from compliance with respect to the use of any agency or method of transportation or any routing, other than that which would be designated by Seller, shall be for Purchaser's account. In the case of Purchaser pick-up, Purchaser's truck is destination, and unless Seller otherwise agrees in writing, Seller shall not deliver or bear any cost, or make any allowance with respect thereto.

13. **STANDARD QUANTITY TOLERANCES.** Unless another tolerance is agreed to by Seller in writing, the quantity tolerance applicable to each item of Goods specified on the order shall be the applicable standard quantity tolerance in effect at the time of shipment of such item or portion thereof.

14. **PURCHASER'S WARRANTY.** Notwithstanding any other provision contained herein or any other obligation of Purchaser hereunder, Purchaser, upon acceptance of Goods that are the subject of this order, warrants that Purchaser, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with accepted industry standards and operating manuals provided by Seller, if any.

15. **PATENTS.**

(a) Subject to the limitations set forth below, Seller agrees to indemnify Purchaser against court assessed damages and costs (excluding consequential damages) resulting from infringement of any United States Letters Patent existing on the date of this order by any Goods offered for sale generally by Seller on said date, provided that said Goods are in the condition furnished to the Purchaser by Seller. Seller's liability respecting patent infringement shall be limited to the purchase price of the particular Goods. Upon receipt of notice from the Purchaser of a charge of infringement respecting Goods for which Seller is obligated to indemnify Purchaser, Seller, as full discharge of its obligations to indemnify Purchaser, shall have the right at Seller's option and expense, to: (i) procure for Purchaser the right to continue using the Goods, (ii) replace or modify the offending Goods (or the offending part or component thereof), or (iii) grant to the Purchaser a credit for the offending Goods or severable component as applicable upon return of the offending Goods from the Purchaser.

(b) The parties agree to provide information and reasonable assistance to each other, upon request, to the extent that such information and assistance are required by such party to defend against any infringement claim arising under this Section.

(c) Neither party shall be entitled to indemnification under this Section as to any claim or infringement concerning which it does not give to the other party prompt notice in writing upon learning of such claim and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement, or concerning any claim for which it admits liability or makes settlement.

(d) The sale of Goods covered by this order shall not grant to Purchaser any right or license of any kind under any patent owned or controlled by Seller under which Seller is licensed. The foregoing shall not be understood to limit in any way the right of Purchaser to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

16. **CONFIDENTIALITY.** Unless otherwise agreed to in a confidentiality agreement executed by the parties, Seller will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder is conveyed to the Purchaser. Seller does not grant to Purchaser, and nothing contained herein will obligate or be construed to obligate Seller to grant to Purchaser, any license under any patents or other intellectual property owned by Seller.

17. **MISCELLANEOUS.**

(a) This order, including all rights and obligations hereunder, may not be assigned by Purchaser without the prior written consent of Seller. Seller may assign its rights or delegate its duties hereunder, in whole or in part, to a party related to Seller.

(b) The invalidity, in whole or in part of any provision, will not affect the remainder of such provision or any other provision.

(c) These terms and conditions and any of Seller's attachments hereto are made a part hereof, constitute the entire understanding between the parties and supersede any previous oral or written understandings with respect to the subject matter hereof.

(d) No modification or alteration in these terms and conditions shall be effective except by means of a writing duly executed on behalf of both parties, and expressly purporting to amend this order. No provision hereof, and no breach of any provision hereof, shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

(e) This order shall be governed by and construed in accordance with the internal laws of the State of Indiana, USA, excluding rules relating to choice or conflicts of law. With respect to any orders for shipment outside the United States, the United Nations Convention on Contracts for the International Sale of Goods will not apply thereto.

(f) In the event of any inconsistency between these terms and conditions and any other terms specific to the order in question, the specific terms shall govern.

(g) This order is entered into in the English language and the parties agree that, in all matters involving the interpretation of this order, the English text and language shall govern. The parties further agree that any documents relating hereto, including notices, shall be in the English language only.