

**ACCUTECH PACKAGING, INC. TERMS AND CONDITIONS**

1. This form constitutes written acceptance by Accutech Packaging, Inc. (Seller) of the offer to purchase products of the Seller as described on the front page of this form. Seller will assume that Purchaser has agreed to all specifications and terms in this written acceptance, unless notified to the contrary in writing within seven (7) days of the acknowledgement date of this document. The order will be printed, manufactured, and delivered, according to the specifications and terms indicated in this written acknowledgement and acceptance.
2. The finished product in this order will be manufactured according to the Seller's methods and capabilities. Characteristics of the finished product may be subject to slight variations within a run or from run to run. Such variations shall be construed as acceptable delivery of the product within ordinary commercial standards.
3. Seller may deliver quantities which exceed or fall short of the order, by not more than the maximum percentages specified below. Purchaser shall accept and pay for the quantity actually delivered.
  - a. On orders delivered in roll form or priced by weight, the permissible variations are as follows:

<u>Quantity Ordered</u>	<u>+/- OVERRUNS</u>
500 lbs. Or less	30%
Over 500 but not more than 1,000 lbs.	20%
Over 1,000 lbs.	10%
  - b. On all other orders:

<u>Quantity Ordered</u>	<u>+/- OVERRUNS</u>
3,000	30%
5,000	25%
10,000	20%
25,000	15%
50,000	10%
4. The Seller's logotypes, trademarks, service marks, or other marks may appear on the products at the discretion of the Seller.
5. Orders may not be cancelled or modified, in whole or in part, by Purchaser after acceptance by Seller, without Seller's written consent. Seller retains the right to assess a cancellation fee as a condition to such consent.
  - a. If Purchaser fails, with respect to this or any other agreement with Seller, to pay any invoice when due, or refuses to accept any shipment as scheduled, Seller may, without prejudice to other remedies, defer further shipments until the default is corrected or may terminate this agreement. Upon such termination, Seller may recover the invoiced price of the goods, together with incidental damages.
  - b. No course of conduct or any delay of Seller in exercising any rights hereunder shall waive or modify any of the rights or obligations hereof.
6. No claims of any kind, whether as to products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and failure to give notice of claim within thirty (30) days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by Buyer of all claims in respect to such products. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of the Seller. Products shall not be returned to Seller without Seller's permission. A restocking charge of 20% will be assessed on merchandise that is returned to the Seller with Seller's permission.
7. Seller shall have the right, upon written notice to Purchaser at any time, to revise the stated credit terms or to withhold deliveries, if the Seller in his sold discretion deems such action necessary or advisable to protect its interests.
8. The Seller may require full or partial payment in advance, if in the judgment of the Seller, the financial condition of the Buyer at any time prior to shipments so warrants. Otherwise, orders shall be invoiced when the Seller is prepared to make shipment, and the terms of payment originally specified shall apply. If shipments are delayed by the Buyer, payments shall become due at the time Seller is prepared to make shipment. In event of failure of the Buyer to make payments for any installment of goods when due, the Seller may withhold delivery until the default has been remedied or may require that subsequent deliveries be paid for in cash upon delivery. Material held for the Buyer shall be at the risk and expense of the Buyer.
9. Buyer shall reimburse Seller for all taxes, excises or other charges, which Seller may be required to pay to any Government (national, state, or local) upon the sale, production or transportation of the commodities sold hereunder.
10. Seller shall under no circumstances be responsible for failure of delay in filling any order or orders when due to: fires; floods; riots; strikes; embargoes or transportation delays, shortage of labor, inability to secure fuel, materials, supplies, or power at current prices or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws or acts of any Federal, State or local Government (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business with which Seller in its judgment and discretion deems it advisable to comply as a legal or patriotic duty; or to any cause beyond the Seller's control. Quantities so affected may be eliminated from the contract without liability, but the contract shall remain otherwise unaffected.
11. This contract is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller.
12. Payment hereunder shall be in United States Dollars at Seller's main office in Foxboro, MA, USA BY APPROVED Banker's US Dollar Check, without deduction for exchange fluctuation, customs, or other charges, which are imposed upon the transaction by or on behalf of any government or governmental agency.
13. Any of the terms and provisions of the Buyer's order or other documents issued by Buyer in connection herewith which are inconsistent or at variance with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein.
14. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller, unless made in writing and agreed to by a duly authorized official of Seller. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other, which may thereafter occur.
15. Interest shall be charged on all outstanding invoices over thirty (30) days in age at the maximum rate permissible by law.
16. In the event of non-payment by the buyer, according to the terms and conditions contained herein, the buyer agrees to pay all costs and/or attorney's fees necessary for collection of the amount due.
17. If Seller brings in customer-specific stock for Buyer, Buyer is responsible for taking inventory within six (6) months.
18. Charges that are not known at the time of ordering that Seller incurs during manufacturing/production (i.e. art/prep, tooling, and freight) shall be invoiced to Buyer.