

TERMS AND CONDITIONS OF PURCHASE

1. Definitions.

As used herein: (a) **Seller.** Seller shall refer to Paul Mueller Packaging Solutions USA LP and shall include its agents, subsidiaries, parent company, and any affiliated entity of Seller. (b) **Buyer.** Buyer shall refer to the purchaser of goods sold by Seller as set forth in the particular Order, and shall include agents, subsidiaries, parent company, and any affiliated entity of Buyer. (c) **Order.** Order shall refer to the purchase order, order confirmation or invoice issued by Seller reflecting the sale of the Products to Buyer. (d) **Products.** Products shall refer to the products, and related services if any, sold by Seller to Buyer as identified in the Order.

2. Application.

These terms and conditions shall apply to and shall govern all Orders, agreements or other documents which memorialize an agreement to purchase products and/or services from Seller, regardless of whether such Order or other document references these terms and conditions. All shipments, services, sales and quotations between Seller and Buyer are subject to these terms and conditions.

3. Acceptance.

No order by Buyer shall be effective until confirmed by Seller. No effect shall be given to any terms proposed in Buyer's purchase order, proposal, sales note, acknowledgment or other document which add to, vary from, or conflict with the Order or with these terms and conditions. Any such proposed terms shall be void. The Order and these terms and conditions constitute the entire agreement between Buyer and Seller with respect to the subject matter of an Order. Buyer shall be deemed to have so assented and acknowledged Seller's Order and these terms and conditions unless Buyer notifies Seller in writing within three (3) working days of Buyer's receipt of the Order that it rejects the terms of the Order and these terms and conditions.

4. Termination.

Seller may terminate any Order or any part thereof without liability at any time by written notice. If Seller terminates such an Order, then Buyer shall be relieved of any obligation with regard to the cancelled portion of the Order.

5. Price.

Unless another currency is specified on the Order, all monetary amounts are deemed to be expressed in U.S. dollars. Unless otherwise specifically set forth in the Order, the price specified in the Order shall not include any shipping or transportation costs or other costs incurred following delivery to carrier at Seller's location. Unless otherwise specified in the Order, the price, specified in the Order shall not include any international or domestic freight charges, import duties or storage charges. Buyer shall be solely responsible for any additional fees or expenses incurred after delivery to carrier at Seller's location. Unless otherwise specified in the Order, the Price does not include any services related to the Products, including installation, travel, consultations, evaluations, or service.

6. Payment.

Seller shall pay for Products in accordance with the terms set forth in the Order, or as otherwise set forth in writing between the Buyer and Seller. If no such terms are set forth, Seller shall issue an invoice to Buyer at the address listed in Section 23 below. All invoices are payable no later than thirty (30) days after receipt by Buyer. Payment shall not be contingent upon any payment to the Buyer from any third party. Orders from a Buyer with a delinquent account will not be processed until Buyer's account balance is current. Buyer may not set off any sums owed to Seller for any reason.

7. Taxes.

Buyer shall pay, in addition to any invoiced amounts, all taxes, if applicable, upon the production, sale, shipment, or use of the purchased goods, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand for such payments and any penalties or fees related thereto.

8. Product Descriptions, Modifications, Improvements.

All representations or references on Seller's website, in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Products are approximate and shall not be binding on Seller unless expressly incorporated in an Order. Such references are not to be deemed as warranties. Seller reserves the right, at any time, to alter, change, or amend, the Products without notification of Buyer, provided that the alteration, change, or amendment does not adversely affect the price, quality or substantial function of the Products.

9. Risk of Loss.

All risk of loss during shipment of the Products shall be in accordance with the INCOTERM (2010) as referenced in the Order. If no such INCOTERM is referenced, all shipments shall be shipped FCA. In such an event, Seller's responsibility with regard to the Products shall end upon delivery to the initial carrier. Unless otherwise set forth in the Order or as agreed between Buyer and Seller in writing, Buyer shall assume the sole responsibility for the transportation and importation of the Products subsequent to delivery of the Products to the initial carrier.

10. Delivery.

10.1 Shipment; Installments. Buyer will give Seller reasonable notice regarding any requirements for time and delivery of the Products. Unless otherwise agreed in writing by Seller, all dates of delivery set forth in an Order are approximate and nonbinding. Seller will use commercially reasonable efforts to ship the Products on or before the estimated supply date set forth in the Order.

10.2 Shipment; Delays. Buyer acknowledges and agrees that lead time will vary according to availability of supply, transportation delays, manufacturing problems and other conditions, and that consequently all delivery dates communicated by Seller are estimates. Delay in delivery of any shipment of Products shall not relieve Buyer of its obligations to accept that shipment or any other shipment. Under no circumstances shall Seller, because of late delivery or non-delivery, be liable to Buyer, its agents or any other persons for any special or consequential damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of or breach of contract, negligence or other alleged causes of losses to Buyer.

10.3 Unless otherwise set forth in the Order, delivery shall be deemed made when Seller delivers the Products to the initial carrier.

10.4 Seller reserves the right to deliver in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

10.5 Carrier and Routing. Unless otherwise agreed, Buyer shall select the carrier(s) and routing of each shipment from Seller's location to its destination. Seller shall assume no responsibility for the selection of the carriers or other entities involved in the transportation and delivery of the Products, even in the event that Seller is retained or otherwise assumes the responsibility for the transportation of the Products. Buyer assumes all responsibility for payment of freight charges to all carriers used to transport the Products and all other costs associated therewith, regardless of whether the freight charges and other costs are reflected in the Order.

11. Claims.

Buyer shall inspect the products immediately upon receipt and shall, within three (3) business days from the date of delivery, give written notice of any claim that the products or services do not conform to their description as set forth in the Order covering such products and/or services, or that the products are damaged. Notifications regarding such a claim shall be made on the applicable bill of lading, air waybill or delivery receipt. If Buyer does not provide such notice, the products and/or services shall be deemed accepted by Buyer. Buyer expressly waives any rights it may have to reject or revoke acceptance of the products and/or services after such three (3) day period.

12. Limited Warranty.

12.1 SELLER WARRANTS THAT THE PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF DELIVERY (THE "WARRANTY PERIOD"). IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP AND (II) NOTIFIES SELLER IN WRITING OF SUCH DEFECTS, AND RETURNS THE DEFECTIVE PRODUCTS TO SELLER, SELLER SHALL, AT SELLER'S SOLE OPTION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. THIS WARRANTY SHALL NOT APPLY TO ANY OF THE FOLLOWING: (A) PRODUCTS THAT HAVE BEEN ALTERED; (B) PRODUCTS THAT HAVE BEEN DAMAGED BY NEGLIGENCE OR ACCIDENT OR BY OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SELLER, OR (C) PRODUCTS THAT HAVE BEEN IMPROPERLY USED OR MAINTAINED BY BUYER, OR THAT HAVE BEEN SUBJECT TO ABNORMAL CONDITIONS OF USE OR MAINTENANCE NOT IN CONFORMITY WITH ACCEPTED INDUSTRIAL PRACTICES OR ANY INSTRUCTIONS PROVIDED BY SELLER. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD.

12.2 IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO SELLER, EXCEPT UPON THE WRITTEN CONSENT OF SELLER.

12.3 THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

12.4 LIMITATION OF LIABILITY. IN ALL EVENTS, THE LIABILITY OF SELLER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS AND/OR SERVICES IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY CLAIM IS BROUGHT AGAINST SELLER FOR PRODUCT LIABILITY, SELLER'S LIABILITY SHALL BE LIMITED TO A MAXIMUM OF AVAILABLE INSURANCE COVERAGE AVAILABLE FOR SUCH DAMAGE, IF ANY. ANY AMOUNT IN EXCESS THEREOF SHALL BE BORNE BY THE BUYER. SELLERS SHALL NOT BE LIABLE FOR ANY DEFECT THAT WAS CAUSED BY THE PRODUCTS HAVING BEEN INTEGRATED INTO PRODUCTS OF BUYER OR THOSE OF ITS CUSTOMERS. SELLER SHALL NOT BE LIABLE IN THE EVENT THE PRODUCTS SUPPLIED WERE IMPROPERLY USED, TREATED, HANDLED, STORED OR SUPPLIED BASED ON BUYER'S INSTRUCTIONS (INCLUDING, WITHOUT LIMITATION, DESIGN DETAILS, SPECIFICATIONS, PLANS, TEMPLATES OR STORAGE AND TRANSPORT RULES).

12.5 Rejected products may be returned only with Seller's prior express written consent and at Buyer's cost and risk. If products are returned without Seller's prior consent, Seller may refuse to accept the returned products and may return them to Seller at Buyer's cost and expense.

12.6 The quality, properties, form, design and functionality of samples may be inconsistent with the products/services.

12.7 Seller does not offer its products for special applications unless Seller expressly confirms in advance and in writing that its products can be used for a named special application. WITHOUT SUCH CONFIRMATION FROM SELLER, ANY USE OF SELLER'S PRODUCTS FOR SPECIAL APPLICATIONS SHALL TAKE PLACE AT BUYER'S OWN RISK AND SHALL VOID ALL WARRANTIES AND ELIMINATE ANY AND ALL LIABILITY FOR SELLER.

12.8 IN ADDITION, TO THE EXTENT THAT BUYER HAS A CLAIM AGAINST SELLER THAT IS NOT OTHERWISE EXCLUDED HEREUNDER, THEN THAT CLAIM SHALL BE BARRED IF NOT ASSERTED BY BUYER WITHIN TWELVE MONTHS FROM DELIVERY OF THE ORDER THAT IS THE SUBJECT OF THE CLAIM.

12.9 Custom Designed Products; ADDED LIMITATION OF WARRANTY. IF ANY PRODUCTS ARE MANUFACTURED AND/OR SOLD, OR ANY SERVICE PERFORMED, BY SELLER PURSUANT TO SPECIFICATIONS OR REQUIREMENTS OF BUYER („CUSTOM DESIGNED PRODUCTS“), UNLESS SPECIFICALLY AGREED IN WRITING TO THE CONTRARY, (A) SELLER EXTENDS NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER AND NO WARRANTY AS TO COMPLIANCE WITH ANY OF BUYER'S SPECIFICATIONS OR REQUIREMENTS; AND (B) THE BUYER AGREES TO DEFEND, PROTECT AND SAVE HARMLESS SELLER AGAINST ALL SUITS AT LAW OR IN EQUITY AND FROM ALL DAMAGES, CLAIMS, AND DEMANDS, INCLUDING ATTORNEYS' FEES AND COSTS, FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT; AND (C) THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ALL DAMAGES, CLAIMS, SUITS, ACTIONS, AND DEMANDS INCLUDING ATTORNEY'S FEES AND COSTS WHICH MAY BE BROUGHT AGAINST SELLER BECAUSE OF THE MANUFACTURE, SALE OR USE OF SUCH CUSTOM DESIGNED PRODUCTS.

13. Damages Disclaimer and Limitation.

BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR LOSS OF INCOME RELATING TO THE PURCHASE OR USE OF THE PRODUCTS.

14. Indemnity.

14.1 Seller shall have no liability to Buyer under any provisions of this clause if any patent infringement or claim thereof is based upon the use of the Products delivered hereunder in connection with a process or in combination with equipment, devices, or software not supplied or approved in writing by Seller, or used in a manner for which the Products were not designed.

14.2 Buyer agrees to defend, indemnify and hold Seller, its officers, directors and employees, harmless from and against losses, damages, expenses, actions, attorney fees, liabilities, penalties, fines, duties as well as for any claims for injury, illness, or death of persons and damage to property arising out of, or in connection with: i) the subject Products after their delivery; ii) any action or inaction taken by Buyer, its employees, agents or independent contractors, with regard to the services provided with regard to the Products comprising the Order; iii) arising out of or resulting from any violation by Buyer, its employees, agents, or independent contractors, of any applicable law, regulation or other mandate by a competent authority; or iv) the infringement or violation of any third party intellectual property rights which may be suffered by Seller due to the act or omission of Buyer, its employees, agents, or independent contractors.

15. Grant of Security Interest.

Buyer hereby grants Seller a security interest in the Products and all proceeds therefrom to secure Buyer's payment obligations to Seller hereunder. As a secured party, Seller shall be entitled to exercise all rights and remedies available to a secured creditor under applicable law. To assist Seller in protecting Seller's interest, Buyer agrees to execute and deliver to Seller any and all documents necessary to perfect Seller's security interest, including all financing statements. Buyer further appoints Seller as Buyer's attorney in fact for the purpose of executing all documents on Buyer's behalf which are necessary to perfect and maintain Seller's security interest in the Products.

16. Cancellation for Default.

Seller reserves the right to cancel all or any part of any Order, without liability to Seller, if Buyer fails to perform under any applicable provision of these terms and conditions or if to any applicable Order and the failure is not cured within ten (10) days after delivery of written notice to Buyer by Seller. In the event of cancellation, Seller may exercise all rights and remedies available to it hereunder and under law.

17. Remedies.

Seller's remedies shall be cumulative and shall include any remedies allowed by law. Seller's waiver of any breach by Buyer shall not constitute a waiver of any other breach of the same or any other provision. Acceptance of any payments shall not waive any breach. In any dispute involving moneys owed to Seller, Seller shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is greater, unless Seller agrees to a lower amount. The confiscation or detention of a shipment by any governmental authority shall not affect or diminish the liability of the Buyer to the Seller to pay all charges or other money due promptly on demand.

18. Insolvency.

Seller shall have the right to cancel any outstanding Order or any part thereof, without any liability whatsoever in the event of (i) insolvency, or anticipated insolvency, of Buyer, (ii) commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer, or (iii) the appointment of an assignee for the benefit of creditors of Buyer or a receiver or trustee for Buyer.

19. Arbitration.

In the event that the parties are unable to agree on any matter for which agreement is required under an accepted Order, including these terms and conditions, or if either party commits a default hereunder, whether material or immaterial, either party shall submit the matter to binding arbitration in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association („AAA“), then in effect. Each party shall pay one-half of the deposit required by AAA. If the matter in dispute exceeds \$100,000, the matter shall be considered by a panel of three arbitrators. Each party shall appoint one arbitrator within fifteen (15) days of receipt of the notice of the party requesting arbitration and the arbitrators so selected shall, within fifteen days of their appointment, then select a third arbitrator. Upon failure of a party(ies) to appoint an arbitrator or if the arbitrators selected to appoint a third arbitrator) as contemplated in the foregoing sentence, AAA shall appoint an arbitrator. If the matter in dispute is less than \$100,000, the matter shall be considered by a single arbitrator. The parties shall mutually agree to the single arbitrator, or if the parties are unable to so agree on an arbitrator within twenty (20) days following a request for arbitration by either party, the arbitrator shall be selected by AAA. The decision of the arbitrator(s) (by majority vote if there are three arbitrators) shall be binding upon all parties and non-appealable. If there are three arbitrators, each party shall bear the cost of its appointed arbitrator and cost of the third arbitrator shall be borne by the non-prevailing party. If there is a single arbitrator, the non-prevailing party shall bear the cost of the arbitrator. Each party shall bear all of its own witness fees and attorneys' fees. The arbitration proceeding shall occur in Chattanooga, Tennessee, unless another location is chosen by mutual agreement of the parties.

20. Jurisdiction; Venue.

For purposes of injunctive relief or should arbitration not be available in any legal action relating to the sale and shipment of Products under these terms and conditions, each party irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Tennessee or the United States District Courts in Tennessee and (ii) that the action shall be instituted in one of the courts specified in Subsection (i) above.

21. Governing Law.

This agreement shall be construed in accordance with the laws governing contracts made and to be performed in the State of Tennessee, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods.

22. Severability.

If any provision of an Order, including these terms and conditions, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Order, or these terms and conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

23. Notice.

Any notice or other communication required or permitted by these terms and conditions must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), teletype or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be deemed given when received or delivered. Notice shall be given: If to Seller: Attn.: Matthias Mueller
Email: mmueller@pmuellerusa.com

If to Buyer at such address, physical or electronic, as furnished in the Order or such other address utilized or referenced by Buyer in its correspondence with Seller.

24. Miscellaneous.

Seller reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. The headings contained in these terms and conditions are included for convenience and shall not affect the language included herein.

25. Entire Agreement.

These terms and conditions, together with the Order contain all of the terms and conditions governing the sale of the Products and may not be modified or amended by Buyer except by written agreement duly executed by the parties. Aside from the terms of any Order, all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded by these terms and conditions.