

TERMS AND CONDITIONS OF PURCHASE

1. Definitions.

As used herein: (a) **Buyer.** Buyer shall refer to Paul Mueller Packaging Solutions USA LP and shall include its agents, subsidiaries, parent company, and any affiliated entity of Buyer. (b) **Seller.** Seller shall refer to the vendor of goods sold to Buyer as set forth in the particular Order, and shall include agents, subsidiaries, parent company, and any affiliated entity of Seller. (c) **Order.** Order shall refer to the purchase order or order confirmation issued by Buyer reflecting the purchase of the Products by 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 issued by Seller shall be effective unless confirmed by Buyer. No effect shall be given to any terms proposed in Seller's purchase order confirmation, 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. Seller shall be deemed to have assented and acknowledged Buyer's Order and these terms and conditions unless Seller notifies Buyer in writing within three (3) working days of Seller's receipt of the Order that it rejects the terms of the Order and these terms and conditions.

4. Termination.

Buyer may terminate any Order or any part thereof without liability at any time by written notice. If Buyer terminates such an Order, then Seller 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 include shipping or transportation costs. Unless otherwise specified in the Order, the price, specified in the Order shall include any international or domestic freight charges, import duties and storage charges. Unless otherwise specified in the Order, the Price shall include any services related to the Products, including installation, travel, consultations, evaluations, or service.

6. Payment.

Buyer 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.

7. Taxes.

Unless otherwise set forth in the Order, Seller shall pay, in addition to any invoiced amounts, all taxes, if applicable, upon the production, sale, shipment, or use of the sold 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 Buyer is required to pay any such taxes, Seller shall reimburse Buyer on demand for such payments and any penalties or fees related thereto.

8. 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 DDP. In such an event, Seller's responsibility with regard to the Products shall end upon delivery to Buyer's designated facility. Unless otherwise set forth in the Order or as agreed between Buyer and Seller in writing, Seller shall assume the sole responsibility for the transportation and importation of the Products subsequent to delivery of the Products to the initial carrier.

9. Delivery.

9.1 Shipment, Delay. Buyer will give Seller reasonable notice regarding any requirements for time and delivery of the Products. Seller shall be responsible for any costs or expenses incurred by Buyer as a result of any delay in delivery of the Products.

9.2 Unless otherwise set forth in the Order, delivery shall be deemed made when Seller delivers the Products to Buyer's designated facility.

9.3 Carrier and Routing. Unless otherwise agreed, Seller shall select the carrier(s) and routing of each shipment from Seller's location to its destination. Seller shall assume responsibility for the selection of the carriers or other entities involved in the transportation and delivery of the Products. Seller 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.

10. Warranty.

10.1 SELLER WARRANTS THAT THE PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF AS SET FORTH IN SELLER'S WARRANTY FOR THE PRODUCTS OR THREE (3) YEARS AFTER THE DATE OF DELIVERY (THE "WARRANTY PERIOD"), WHICHEVER IS LONGER. IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP AND (II) NOTIFIES SELLER IN WRITING OF SUCH DEFECTS, SELLER SHALL, AT BUYER'S SOLE OPTION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS.

10.2 THE FOREGOING WARRANTY SHALL BE IN ADDITION TO ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. Indemnity.

11.1 Buyer shall have no liability for any patent infringement or claim thereof if based upon the use of the Products delivered hereunder.

11.2 Seller agrees to defend, indemnify and hold Buyer, 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 Seller, 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 Seller, 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 Buyer due to the act or omission of Seller, its employees, agents, or independent contractors.

11.3 Seller agrees to maintain insurance coverage sufficient to satisfy its indemnity obligations as set forth herein and shall name Buyer as an additional insured on all policies covering the products and serves purchased hereunder.

11.4 Seller agrees that its liability to Buyer shall not be limited in any manner which would affect its indemnity obligations as set forth herein.

12. Remedies.

Buyer's remedies shall be cumulative and shall include any remedies allowed by law. Buyer's waiver of any breach by Seller 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.

13. 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 of 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.

14. 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.

15. 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.

16. 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.

17. 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), telecopy 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.

18. Miscellaneous.

Buyer 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.

19. 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 Seller 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.