GENERAL TERMS AND CONDITIONS OF SALE

Accutech Films and the Buyer, agree that the following terms and conditions of sale shall apply to all sales of goods.

1. Orders cannot be cancelled or modified after acceptance of Buyer's order by Seller, except with Seller's consent and subject to conditions agreed upon which shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of products or parts completed and ready for shipment. Any changes or cancellations must be made before the order is in actual production.
2. Seller warrants that the goods sold are merchantable, except that as to materials sold as sub-standard there is no such warranty. Seller makes no other warranty of any kind, express or implied, including fitness for any particular purpose.
3. Buyer assumes all risks and liability for results obtained by the use of products purchased from Seller. Statements concerning products, and recommendations and suggestions to Buyer are based upon information believed to be reliable. No warranty is made of, or liability assumed for their accuracy and any use or application by Buyer must be based upon its own testing procedures and physical evaluation.
4. Payment Terms:
   **Net thirty (30) days from date of invoice
   **A one and one-half percent (1 ½%) service charge will be made on all invoices past due. Annual service charge is eighteen percent (18%)
   **Overrun or underrun of ten percent (10%) in filling order shall constitute full compliance with all others. Overruns shall be paid for at the unit price specified in this order. In the event this order includes more than one item, the allowable percentage shall apply to each item.
5. Freight costs are to be prepaid by Seller unless otherwise noted on Seller's acknowledgement of Buyer's purchase order or on Seller's current price list. When shipment of goods sold are made prepaid by Seller, title to the goods shall remain with Seller until Buyer actually receives possession of the goods, and then risk of loss shall pass to the Buyer. When shipment of goods sold is FOB Seller place of business, title to goods sold and the risk of loss shall pass to the Buyer upon transfer to carrier.
6. Claims cannot be allowed after thirty (30) days from the date of shipment. Seller will not accept merchandise returned without express authority in writing. When converted bags are manufactured under annual or special material contracts. Seller will allow reasonable time for Buyer to inspect manufactured merchandise but under no conditions shall claims be allowed later than sixty (60) days from the actual date of shipment.
7. Seller shall not be liable for any incidental or consequential damages, and Buyer's sole remedy is limited to the purchase price of any defective goods. Any action against Seller for any breach must be commenced within one (1) year after the cause of action has occurred.
8. Seller shall not be liable for any loss or damages arising out of or claimed by Buyer because of or on account of strikes, fire, accidents, inability to procure raw materials, labor difficulties, or other causes, either similar or dissimilar to the foregoing, beyond Seller's control. Buyers are warned against receipting goods without making careful inspection. In the event of lost or damaged shipment, it is Buyer's responsibility to file a claim with carrier if goods are shipped FOB Seller's place of business, and it is Seller's responsibility to file a claim with the carrier if goods are shipped prepaid. Loss or

damage should be noted on the bill of lading and acknowledged by the driver and if possible pictures should be taken.

9. The acceptance of all orders shall be deemed to be contracts entered into in the State of Ohio, and shall be construed in accordance with the laws of that state.
10. Seller shall have the right to imprint its trademark in a suitable inconspicuous locality on any goods furnished by it to Buyer.
11. Buyer shall reimburse Seller for all taxes, excised or other charges, national, state, or local which Seller may be required to pay upon the sale, production or transportation of the material sold hereunder.
12. If shipment is deferred in whole or in part at Buyer's request beyond "Final shipping Date" specified on the order acknowledgement, Seller reserves the right to immediately bill customer for such unshipped portion.
13. In absence of shipping and packing instructions, the Seller shall use its own discretion on choice of carrier and method of packaging. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's expense and valuation.
14. Seller reserves the right to suspend credit at any time when in its sole judgement the Buyer's financial condition warrants such action.
15. These terms and conditions of sale can be modified or rescinded only by a writing signed by both parties or their duly authorized representatives. No agent, employee or representative of the Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold by Seller and unless and affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing, it has not formed the basis of the bargain and shall not in any way be enforceable. No one except a duly authorized officer of Seller may modify the terms hereof, and the terms shall govern not withstanding any contrary provision of Buyer's purchase order.