

**Terms and Conditions of Sale**  
**(Supply Agreement) (rev. 8.27.14)**

1. **DEFINITIONS.** The term “Supplier” means Closure Systems International Inc. The term “Buyer” means the individual, corporation or other legal entity that has ordered Closures from Supplier. The term “Order” means Buyer’s expressed desire, whether oral or written, to order Closures from Supplier. The term “Closures” is defined in the accompanying Agreement.
2. **TERMS.** To the extent that any terms contained in this Schedule C expressly conflict with those in the Agreement, the Agreement shall control unless both parties expressly agree otherwise in writing. To the extent that any terms contained in any purchase order used by Buyer conflict with this Schedule C, Schedule C shall control unless both parties expressly agree otherwise in writing. Each incremental shipment of Closures, 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. Supplier 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.
3. **CHANGE OF PRICE.** Supplier agrees that all prices and charges will be consistent with the Agreement. The prices and charges quoted by Supplier 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 Buyer.
4. **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 Supplier are payable in United States Dollars in the full amount shown to be due on such invoice. The Agreement, as well as all contracts and orders, are subject to credit approval by Supplier. Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Supplier may demand different terms of payment from those specified herein and may demand assurance of Buyer’s due payment. Any such demand may be oral or written; and, Supplier may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Supplier 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.
5. **DELAYS.** If a firm or specific shipping date (excluding an estimated date) is not agreed to in a writing signed by Supplier, Supplier 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. Buyer may not cancel this order for such delays.
6. **WARRANTY.** Supplier warrants to Buyer that Goods supplied by Supplier pursuant to this order will, at the time of shipment, conform to Supplier’s description; that Supplier will convey good title thereto; that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer; 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 Buyer, and Buyer may not make any claims for breach of warranty after such period. SUPPLIER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. SAMPLES, IF ANY, SUPPLIED BY SUPPLIER WILL NOT BE REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EITHER EXPRESS OR IMPLIED.
7. **INSPECTION, ACCEPTANCE OR REJECTION.** Inspection, acceptance or rightful rejection of Goods shall be made within 30 days after Buyer’s receipt of the Goods. Buyer shall promptly notify Supplier of any non-conformity or defect and hold such Goods pending Supplier’s inspection. Buyer’s failure in either respect will constitute a waiver of such nonconformity or defect.

8. **REMEDIES; LIMITATION OF LIABILITY.**

- (a) Supplier's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty is expressly limited to Supplier'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 delivery 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 Supplier and receipt by Buyer of definite shipping instructions from Supplier.
- (b) Supplier 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 Closures sold or services rendered by Supplier, 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 this Schedule C; or, (iv) any claim of any kind arising out of or relating to any order or Supplier's performance in connection therewith. In any event, Supplier's liability to Buyer 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 Supplier until: (a) in the case of domestic shipments, when Supplier tenders the Goods to Buyer (or its designated carrier) at the designated delivery 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.** Buyer shall release, hold harmless, indemnify and defend Supplier 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 Buyer or explicitly or implicitly required by Buyer.

11. **TERMINATION OF ORDER.** Buyer may not terminate this order without the prior written consent of Supplier except as specifically set forth in the Agreement. If Supplier consents to such termination, reasonable termination charges computed by Supplier shall be assessed in connection with such termination.

12. **STANDARD QUANTITY TOLERANCES.** Unless another tolerance is agreed to by Supplier 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.

13. **BUYER'S WARRANTY.** Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods that are the subject of this order, warrants that Buyer, 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 Supplier, if any.

14. **PATENTS.**

- (a) Subject to the limitations set forth below, Supplier agrees to indemnify Buyer 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 Supplier on said date, provided that said Goods are in the condition furnished to the Buyer by Supplier. Supplier's liability respecting patent infringement shall be limited to the purchase price of the particular Goods. Upon receipt of notice from the Buyer of a charge of

infringement respecting Goods for which Supplier is obligated to indemnify Buyer, Supplier, as full discharge of its obligations to indemnify Buyer, shall have the right at Supplier's option and expense, to: (i) procure for Buyer 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 Buyer a credit for the offending Goods or severable component as applicable upon return of the offending Goods from the Buyer.

- (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, or if the party seeking indemnification does not fulfill its obligations under Section 14(b) of this Schedule C.
- (d) The sale of Goods covered by this order shall not grant to Buyer any right or license of any kind under any patent owned or controlled by Supplier under which Supplier is licensed. The foregoing shall not be understood to limit in any way the right of Buyer to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

15. **CONFIDENTIALITY.** Unless otherwise agreed to in a confidentiality agreement executed by the parties, Supplier 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 Supplier during the course of performance hereunder is conveyed to the Buyer. Supplier does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Supplier to grant to Buyer, any license under any patents or other intellectual property owned by Supplier.

16. **NO VIOLATION OF LAW.** The Agreement shall be subject to Buyer's and Supplier's compliance with all applicable laws, rules and regulations relating to or affecting the Agreement, including, but not limited to, national Anti-Corruption laws and regulations and the United States Foreign Corrupt Practices Act, as they have been or may be amended from time to time, and regulations implementing such statutes, and any similar state and local laws and ordinances and the regulations implementing such statutes. The parties further agree not to corruptly make any offer, payment, promise of gifts or money or any other thing of value to any government official or employee, political party or political candidate ("**Government Official**") for the purpose of influencing any act or decision of such Government Official, inducing such Government Official to act in violation of his lawful duty or securing any improper advantage.

17. **MISCELLANEOUS.**

- (a) 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.
- (b) 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.