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DEPENDABLE • VALUE

### Terms and Conditions

- 1) The Terms and conditions of sale set forth herein confirm the offer of Subotnick Packaging ("Seller") to sell and shall constitute the complete and exclusive statement of the agreement between Buyer and Seller which shall not be supplemented, varied or amended except as set forth in the provision of a quotation (which provisions shall govern where inconsistent with these Terms and Conditions) or by a separate written agreement signed by both parties. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance expressly conditional on Buyer's assent to any additional or different terms contained herein.
- 2) Prices are stated in U. S. Dollars, and do not include any federal, state, or local taxes, which are in addition to the Purchase Price and must be paid by Buyer. All foreign duties and taxes are the responsibility of Buyer. Any sales, use, excise or other similar taxes shall be added to the quoted purchase price and invoiced by Seller to Buyer unless Buyer furnishes Seller with tax exemption certificate.
- 3) After acceptance by Seller, Purchase Orders shall not be subject to cancellation by Buyer except with Seller's express written consent and upon terms that will indemnify Seller against all direct, incidental and consequential losses or damage.
- 4) Upon default, the interest rate on all amounts due, including without limitation, principal, accrued interest, late fees, attorney fees, and any cost or expense relating to or arising from the protection of or foreclosure of any security interest in any collateral securing your account balance, shall bear interest at one and one-half percent (1.5%) per month, compounded monthly. Whether or not litigation is commenced, Buyer promises to pay all costs of collecting overdue amounts, including without limitation, costs and attorney fees incurred before trial, at trial, on appeal or proceeding under the bankruptcy code or receivership. Title to equipment and/or products sold hereunder ("Products") shall remain with Seller until the Buyer has paid the total sales price in full.
- 5) Unless otherwise stated on quotation, the purchase price is FOB *Shipping Point* and Buyer is responsible for all shipping and crating/skidding costs.
- 6) Shipping dates submitted are approximate. The Seller will use its best efforts to meet the approximate shipping date provided the Buyer supplies all necessary information, but Seller shall not be held responsible for failure to do so. Any delays due to Department of Defense priorities, shortages of labor and/or materials, or the like may affect the approximate date herein set forth. Seller shall be subject to no penalty or liability for failure to meet an estimated shipping date and under no circumstances shall be liable for loss of profits or other consequential damages incurred by the Buyer, its customers or its customers that may result therefrom.
- 7) Buyer shall have the right to inspect the equipment and product at its location prior to shipment during normal business hours.
- 8) It is Buyer's responsibility to insure that this equipment and product is installed and operated or used in a proper and safe manner. Buyer agrees to defend, indemnify and hold Seller harmless from and against all suits, claims, costs and expenses for personal injury, death or property damage arising from the purchase, ownership or use of this equipment by Buyer's agents, employees or independent contractors.
- 9) Seller shall not be liable for failure to perform hereunder due to any contingency beyond reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, government laws, regulations, ordinances or codes, inability to obtain material, equipment or transportation and any similar or different contingencies.
- 10) Seller's liability on any claim related to or arising from the manufacture, sale, delivery, re-sale, repair, replacement or use of the equipment/products described in this quote, whether in contract or tort, will not exceed the amount paid by purchaser for the equipment/products. In no event, will Seller for any incidental or consequential damages, including, but not limited to, loss, profits or expenses incurred by purchaser for labor, overhead, transportation, installation or removal of the equipment/products.
- 11) The terms and conditions of sale as described herein shall be construed in accordance with the laws of the State of Oregon. The exclusive jurisdiction for all claims or disputes related to or arising from the sale of equipment/products to purchaser shall be the Federal or State Courts in Portland, Multnomah County, Oregon.
- 12) Quotations are for immediate acceptance and are subject to withdrawal, change and prior sale.

Specs, Terms & Conditions Acknowledged:

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Print Name	Signature	Title	Date
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STOCK PACKAGING • CUSTOM PACKAGING • EQUIPMENT SALES, SERVICE & MAINTENANCE