

STANDARD CONDITIONS OF SALE APPLYING TO PRODUCTS SOLD BY EMERY PLASTICS LLC.

Acceptance of your order is expressly made conditional on your assent to our Conditions of Sale below and we agree to furnish product only upon these conditions.

WARRANTY

Emery Plastics LLC. (herein Company) warrants that each product to be delivered hereunder will be of the kind designated. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY. The conditions of any tests shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. If any failure of any product delivered hereunder which is of the kind designated or specified, appears prior to the date which is 60 days from the date of shipment, or prior to the date of use or resale of the product by the Purchaser, whichever date sooner occurs, and if the Purchaser notifies the Company thereof immediately, the Company shall thereupon, at the Company's option, either (1) refund the purchase price or (2) furnish Purchaser F.O.B. a reprocessed or replacement product. It is understood that any defective product will not be returned until authorized in advance by the Company. Returned products shall be intact in form as shipped and must retain the Company's identity.

TERMS AND CONDITIONS

The following terms and conditions apply to the sale described by this invoice unless Company and Purchaser have executed an applicable written agreement:

1. Purchaser acknowledges that it is responsible for the safe selection, unloading, handling, storage, use and disposal of the products and shall familiarize itself with, and follow recommendations contained in product information supplied by the Company at all times.
2. Purchaser warrants that it has received and is familiar with product information published by the Company, that it has used its own independent skill and expertise in connection with the selection and use of the products and that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the products.
3. Purchaser will pay for the products on the terms described on the front of this invoice. The Company, or its assignee, may charge the maximum interest allowed by law on all overdue amounts. If payments are not paid on time, or if the Company has reason to believe that Purchaser's financial responsibility is unsatisfactory, the Company may defer shipments, accelerate due dates on all amounts owed, and/or require cash or other security. Purchaser agrees to pay all of the Company's costs of collection (including, but not limited to, reasonable attorney's fees).
4. If, in the judgment of the Company the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment originally specified, the Company may require full or partial payment in advance and, in the event of bankruptcy or insolvency, the Company shall be entitled to cancel all orders outstanding and shall receive reimbursement from the Purchaser for its cancellation charges.

LIMITATION OF LIABILITY

The liability of the Company arising out of the supplying of such product or its use, whether on warranties, contract, negligence or otherwise, shall not in any case exceed the cost of the product or the cost of correcting defects, whichever is less, and upon the expiration of the applicable warranty period specified herein as 60 days, all such liability shall terminate. The foregoing shall constitute the sole and exclusive remedy of the Purchaser and the sole and exclusive liability of the Company. The warranties stated herein are in lieu of all other warranties (except title), written or oral, statutory, express or implied, including any warranty of merchantability or fitness for purpose. In no event shall the company be liable for consequential, special, punitive, exemplary or incidental damages.

INTEGRATION CLAUSE

These Conditions of Sale supersede any and all prior agreements between the parties and constitute a complete and exclusive statement of the Conditions of Sale between the Company and the Purchaser.

TECHNICAL ADVICE

Any technical advice furnished or recommendation made by the company or any representative of the company concerning any use or application of any product furnished under this contract is believed to be reliable but the company makes no warranty, express or implied, as to its accuracy or completeness or of the results to be obtained. The Purchaser assumes all responsibility for loss or damage resulting from the handling or use of any such product.

DELIVERY

Shipping dates are approximate and are based upon the prompt receipt of all necessary information. Unless otherwise specifically provided in writing, the title to the product shall pass to the Purchaser at the time of delivery to either Purchaser's location or specified place of delivery.

Transportation expenses to be paid by the Seller and risk of loss of damage to products in transit fall upon Seller, whose responsibility it shall be to file claims with the carrier.

The company shall not be liable for delay in delivery, or failure to manufacture, due to causes beyond its reasonable control, or due to acts of God, acts of the purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot delays in transportation, car shortages or inability due to causes beyond reasonable control to obtain necessary labor, material, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

SALES AND SIMILAR TAXES

The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the products hereunder or the use thereof by the Company or by the Purchaser shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.

VARIATIONS

Unless otherwise agreed to in writing, for any order greater than 1,000 lbs., any variation in quantities shipped not exceeding 10% under or not exceeding 10%, of the quantities ordered shall constitute compliance with the order and the unit price will continue to apply.

Unless otherwise agreed to in writing, for any custom color(s) or specialty product(s) shipped in quantities less than 1,000 lbs., the Company may, in its sole and absolute discretion, ship a yield variance of plus or minus 10% of the qty ordered to that order, and Purchaser shall be responsible for the total quantity shipped, including yield variance, if any at the specified unit price.

CANCELLATION AND RESTOCKING FEES

Cancellations or Returns authorized by the Company for reasons other than product defects will be subject to a restocking fee and Purchaser will pay all transportation costs associated with the return including taxes, customs and duties, if applicable (herein Costs. All products shall be assessed a 25% restocking fee (minimum \$50) plus Costs. Returned products must be intact in form and retain the Company's identity.

GENERAL

Purchaser's assignment of his order or of any interest therein or any rights hereunder, without the consent of the Company, shall be void.

This acknowledgment contains the entire agreement between the Company and the purchaser respecting the subject matter hereof and any representation, promise, condition or understanding not contained herein shall not be binding upon either party.

Any provisions or conditions to the Purchaser's order which are in any way inconsistent with or in addition to these Conditions of Sale (except additional shipping instructions specifying quantity and character of the items ordered) shall not be binding on the Company and shall not be considered applicable to this sale. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an authorized Employee of the Company.

Signature:

Date:

Revision Date: 01/ 10/2024