

**Laminated Films & Packaging**  
**3560 Lafayette Road, Portsmouth, New Hampshire 03801**  
**Terms and Conditions of Sale**

**NOTE: THIS WRITING CONSTITUTES AN OFFER OR COUNTER OFFER BY LAMINATED FILMS & PACKAGING INC. A NEW HAMPSHIRE CORPORATION ("LAMINATED FILMS & PACKAGING"), TO SELL PRODUCTS AND/OR SERVICES ("PRODUCTS"), AND IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE BY PURCHASER OF THE TERMS CONTAINED IN THIS DOCUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY SELLER. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY LAMINATED FILMS & PACKAGING, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL OFFERS, ORDER CONFIRMATIONS, ORDER ACCEPTANCES, OR SALES WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER.**

**1. Acceptance:** These Terms and Conditions of Sale are Laminated Films & Packaging offer to Purchaser and become a binding contract when accepted by issuance of a verbal or written purchase order. All quotations are made and all orders are accepted subject to applicable regulations and orders of governmental agencies and are subject to final acceptance or confirmation by Laminated Films & Packaging and no terms or orders binding upon Laminated Films & Packaging until so accepted.

**2. Deliveries:** Unless otherwise specified by Laminated Films & Packaging in writing, all deliveries shall be F.O.B. Laminated Films & Packaging warehouse (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Laminated Films & Packaging unless specified by Purchaser and accepted by Laminated Films and Packaging. All risk of loss to Products sold shall pass to Purchaser upon delivery by Laminated Films and Packaging of such Products to a common carrier. Products are carefully packed by our shipping department in compliance with carrier requirements. Claims for loss or damage in transit must be made with the carrier by the Purchaser, unless Product was quoted in writing as delivered. All shipments should be unpacked and inspected immediately upon receipt. If damage does not become apparent until shipment is unpacked, Purchaser must make a request for the inspection by the carrier's agent. Failure to do this may result in the carrier refusing to honor the claim. At your request, Laminated Films & Packaging will include billing for insurance for damage or loss transit. Delivery schedules represent Laminated Films & Packaging estimates only, and partial deliveries are permissible. Laminated Films & Packaging shall not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Laminated Films & Packaging. Laminated Films & Packaging may suspend or delay performance of delivery at any time pending receipt of assurance, adequate to Laminated Films & Packaging, at Laminated Films & Packaging sole discretion, of Purchaser's ability to pay, including, without limitation, full or partial prepayment or payment of any outstanding amounts owed. Failure to provide such assurance shall entitle Laminated Films & Packaging to cancel all orders without further liability or obligation to Purchaser.

**3. Prices:** Pricing is valid for 30 days after quoted. All prices are in U.S. dollars. The minimum order for any Product is \$100.00. All orders less than the minimum order amount will be charged a handling fee. An additional document handling fee will be added to all overseas shipments. Unless otherwise specified by Laminated Films and Packaging, prices are quoted F.O.B. Laminated Films & Packaging warehouse (UCC Terms). Prices are subject to change without notice. All orders will be invoiced at prices in effect on the day of shipment. Prices are also subject to adjustment for changes in cost of materials as may be directly incurred by Laminated Films & Packaging between the date thereof and the date on which such materials are utilized by Laminated Films & Packaging fulfilling this order. If the prices are based on the purchase of a particular quantity of goods and Purchaser fails to purchase that quantity which would justify the pricing granted, Laminated Films & Packaging shall have the right, in addition to any other remedies at law or equity, to recover from Purchaser the difference between the stated price and Laminated Films & Packaging's standard prices for such goods in the quantity actually purchased by Purchaser. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall be responsible for the payment of any such applicable tax.

**4. Terms of Payment:** Unless otherwise specified by Laminated Films & Packaging, the purchase price for Products shall be due in full by Purchaser on tender of delivery of Products. Extension of credit, if any, may be changed or withdrawn by Laminated Films & Packaging at any time. Extension of credit is granted to well rated firms, institutions and government agencies, or established businesses with three credit references and a banking history. Visa, MasterCard and American Express are accepted forms of payment. If credit includes a discount, the discount is not allowed on tooling, dies, print plates, or shipping charges. Payment delay of more than 40 days from invoice date may result in shipment delays and a change in terms. Invoices not paid within (30) thirty days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month (18% per annum) of any overdue unpaid balance, or the maximum-rate permitted by law, whichever is less. Payment delay of more than 40 days from invoice date may result in shipment delays and a change in terms. Purchaser shall reimburse Laminated Films & Packaging for the cost of collection, including, without limitation, reasonable attorney's fees, of any overdue amount owed by Purchaser to Laminated Films & Packaging. Purchaser may not hold back or set-off any amounts owed to Laminated Films & Packaging in satisfaction of any claims asserted by Purchaser against Laminated Films & Packaging.

Purchaser hereby grants to Laminated Films & Packaging, its successors and assigns, a security interest in the Products to secure payment of the purchase price of the Products. Default in payment of such price or any part of the price when due shall permit Laminated Films & Packaging, in its sole discretion, to declare all obligations of Purchaser immediately due and payable, and in such event, Laminated Films & Packaging shall have all the rights and remedies of a secured party under applicable law. In connection with the security interest granted herein, Laminated Films & Packaging is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Purchaser as debtor and Laminated Films & Packaging as secured party. Purchaser agrees to execute such documents requested by Laminated Films & Packaging to record and otherwise perfect this security interest.

**5. Returned Products and Claims:** Purchaser must give written notice to Laminated Films & Packaging of any claim by Purchaser

based upon the condition, quantity, or grade of Products or of any claimed nonconformity with Purchaser's specifications. Purchaser's failure to comply with this Section 5 shall constitute irrevocable acceptance by Purchaser of such Products and shall bind Purchaser to pay to Laminated Films & Packaging the full price of such Products. Accepted Products shall not be returned without Laminated Films & Packaging prior written consent.

Written authorization must be secured from Laminated Films & Packaging prior to returning Products for any reason. Requests for authorization should be directed to Laminated Films & Packaging Customer Service (1-800-622-1114). Laminated Films & Packaging has a detailed material traceability system, if Purchaser requests to return Products, Purchaser is required to inform Laminated Films & Packaging of the lot number, the discrepant tag and / or box numbers of the Product in question. Tag numbers, if applicable, are found inside the box, attached to inner packaging, box numbers are found on the label on the outside of every box shipped by Laminated Films & Packaging.

Any Product returned to Laminated Films & Packaging without Laminated Films & Packaging's authorization will be refused and returned to Purchaser at Purchaser's expense. Returns will not be accepted by Laminated Films & Packaging for any reason other than for: (i) verifiable Product defects or damage occurring within the warranty period, or (ii) mishandled shipments directly caused by Laminated Films & Packaging. In the event that Laminated Films & Packaging authorizes a return, Laminated Films & Packaging reserves the right to credit or replace Product at its discretion.

**6. Cancellation / Changes:** Purchaser may not cancel or change an order once placed with and accepted by Laminated Films & Packaging except with the prior written consent of Laminated Films & Packaging and upon terms that will indemnify Laminated Films & Packaging against any loss. All changes/cancellations must be made in writing and sent to Laminated Films & Packaging either via email, fax or mailed to: Laminated Films & Packaging; Attn: Customer Service, 3560 Lafayette Road, Portsmouth, New Hampshire 03801.

**7. Limited Warranty / Limitation on Liability:** Laminated Films & Packaging warrants that the Products delivered hereunder will be in accordance with Laminated Films & Packaging's published specifications under normal use and service for a period of thirty days (30) days from shipment to Purchaser. Deviations from published specifications which do not materially affect performance of the Products covered hereby shall not be deemed to constitute defects of material or workmanship or a failure of the Products to comply with such specifications. The terms of this warranty do not apply to any specification required by Purchaser or any Product which has been subject to misuse or neglect, or damaged by accident, that has been modified by anyone without the Laminated Films & Packaging's authorization. The warranties contained herein shall extend only to Purchaser and shall not apply to Purchaser's customers or end-users. LAMINATED FILMS & PACKAGING'S LIABILITY SHALL BE LIMITED SOLELY TO THE REPLACEMENT OF THE PRODUCT UNDER THE WARRANTY CLAUSE HEREIN IF THE APPLICABLE WARRANTY PERIOD DESCRIBED HAS NOT EXPIRED. If the warranty period has expired, Laminated Films & Packaging shall not be liable for any defects of any kind whatsoever. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO IT WITH REGARD TO THE PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION, LAMINATED FILMS & PACKAGING EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE PRODUCTS FURNISHED BY LAMINATED FILMS & PACKAGING HEREUNDER. Certain jurisdictions do not permit the disclaimer of certain warranties, so this limitation may not apply to the Purchaser.

IN NO EVENT SHALL LAMINATED FILMS & PACKAGING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM LAMINATED FILMS & PACKAGING'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF LAMINATED FILMS & PACKAGING OR OTHERWISE. IT IS AGREED, HOWEVER, THAT IN NO EVENT SHALL LAMINATED FILMS & PACKAGING'S LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY PURCHASER FOR THE COST OF THE PRODUCTS PAID BY PURCHASER UNDER THE APPLICABLE INVOICE. THE DAMAGE LIMITATIONS PROVIDED IN THIS AGREEMENT AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE PURCHASER'S SOLE REMEDY. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. Certain jurisdictions do not permit the limitation of certain types of liability

**8. Force Majeure:** Laminated Films & Packaging shall not be liable for any failure to deliver or delay in the performance of orders, contracts, or in the delivery or shipment of goods, or for any loss or damages suffered by Purchaser by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference, statutes, ordinances, regulations, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified or within or without the United States which are beyond its reasonable control. In addition, Laminated Films & Packaging shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing the Product. If, because of such circumstance, there should be a shortage of any Product from any of Laminated Films & Packaging's production facilities, Laminated Films & Packaging will not be obligated to change its supply point for Purchaser or to purchase Product in order to perform this Agreement and may apportion its available Product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Purchaser further agrees and affirms that any order is subject to prompt delivery to Laminated Films & Packaging of all information requested of Purchaser by Laminated Films & Packaging. Laminated Films & Packaging shall have the additional right, in the event of the happening of any of the above contingencies, at its sole option, to cancel any order or any part thereof without any resulting liability or to extend the date of delivery for a period equal to the time actually lost by reason of the delay.

**9. Patent:** Purchaser shall, at its expense, indemnify and hold Laminated Films & Packaging harmless from and against any claim, liability, expense (including reasonable attorney's fees), or loss resulting from any infringement of any patent, trademark, copyright,

or other property interest of a third party arising out of Laminated Films & Packaging compliance with any of Purchaser's designs, specifications or instructions. If Laminated Films & Packaging requests, Purchaser shall defend Laminated Films & Packaging at Purchaser's sole expense, in any suit brought against Laminated Films & Packaging alleging such infringement, provided that Laminated Films & Packaging gives Purchaser prompt notice of suit, and Laminated Films & Packaging gives reasonable assistance, at Purchaser's sole expense, to Purchaser with such suit.

**10. Ownership of Drawings, Patents and Other Property:** All drawings, illustrations, negatives, litho positives, rotogravure cylinders, flexographic plates, embossing and leaf stamping dies, dimensions, specifications, performance projections, designs, plans, computations and descriptions prepared by Laminated Films & Packaging in connection with any work, quotation, or contract, whether of Products or general engineering or other arrangements, are Laminated Films & Packaging's property and must not be copied or disclosed to any other persons or used for any purpose whatsoever without Laminated Films & Packaging's prior written consent. Any patent or registered design developed or otherwise acquired by Laminated Films & Packaging shall be the property of Laminated Films & Packaging. Artwork, composition, photography and comprehensives which are billed to and paid for by Purchaser shall be released to Purchaser on request; however, Laminated Films & Packaging will not be responsible for any such material left in its possession and not used for more than two years unless otherwise requested by Laminated Films & Packaging or according to agreed contracts. The sale of any of Laminated Films & Packaging's products to Purchaser in no way conveys to Purchaser, either expressly or by implication, any intellectual property license whatsoever, except as may be granted by the Laminated Films & Packaging in the materials which accompany the Products upon delivery. It is the responsibility of Purchaser to arrange for and obtain insurance coverage for the Products, if so desired.

**11. Overruns or Underruns:** Due to variations in the manufacturing process, Laminated Films & Packaging has a policy allowing for producing and shipping over or under the quantity ordered by the Purchaser. Permissible over runs and under runs means quantities of Products that exceed or are less than the contracted quantity within the following percentages shall constitute fulfillment of the order:

Minimum quantities:	Machine Converted Product	1,000 pcs
	Printed Product	5,000 pcs
Quantity Tolerances	Rollstock	-10% / +20% on orders of 25 rolls or less; -10% / +10% on orders of more than 25 rolls;
	Converted Product	-10%+10% on all orders
	Printed Products	-20% / +20% on all orders

In the event of such variation, the quoted unit price will continue to apply to all units shipped. If the Purchaser requires variances to this quantity tolerance policy, it must be made in writing and approved by an authorized representative of Laminated Films & Packaging. Additional charges may apply to orders with adjusted quantity tolerances.

**12. Storage:** If the Products are not shipped within 15 days of Purchaser's original requested shipment date, or after notification to the Purchaser that they are ready for shipping, for any reason beyond Laminated Films & Packaging's reasonable control including but not limited to Purchaser's failure to give shipping instructions, Laminated Films & Packaging may store Products at the Purchaser's risk in a warehouse or yard or upon Laminated Films & Packaging's premises, and the Purchaser shall pay all handling, transportation and storage charges at the prevailing commercial rates upon submission of invoices therefore.

**13. Designs, Tools:** All drawings, artwork and any additional documentation shall be approved by Purchaser prior to manufacture. Any errors in drawings, artwork and any additional documentation, so approved shall be Purchaser's responsibility. Changes in drawings, artwork and any additional documentation after prior approval shall be subject to an additional charge. Laminated Films & Packaging does not assume any responsibility for mistakes in printing from handwritten copy and does not assume any responsibility for appropriateness or accuracy of labeling legends. Any tooling that Laminated Films & Packaging manufactures or acquires for performance of this order shall remain the property of Laminated Films & Packaging notwithstanding any charges therefore. Tool charges convey to Purchaser the right to have the tooling used by Laminated Films & Packaging for performance of an order, but they do not convey title or right of possession. Laminated Films & Packaging shall be responsible for routine maintenance and repair of such tooling. Any repairs, replacements or changes may be charged to Purchaser.

**14. Assignments:** Purchaser may not assign its rights or obligations hereunder without the prior written consent of Laminated Films & Packaging and any purported assignment without such consent shall be of no effect.

**15. Choice of Law:** This document and any dispute or claim relating to it shall in all respects be governed by and construed according to the laws of the State of New Hampshire. Each party consents to jurisdiction in the state and federal courts situated in New Hampshire.

**16. Jury Waiver:** Purchaser agrees with Laminated Films & Packaging to waive trial by jury in any action between them arising out of this document.

**17. Arbitration:** At Laminated Films & Packaging option, any controversy of claim arising out of or relating to this document shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrators shall have no right to award punitive or exemplary damages.

**18. Entire Agreement:** Purchaser and Laminated Films & Packaging acknowledge that these Terms and Conditions of Sale, together with Laminated Films & Packaging invoice, constitute the entire agreement between the Purchaser and Laminated Films & Packaging with regards to the sale or transfer of Products and supersede all prior oral or written statements of any kind made by the parties or their representatives. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement, executed by the Purchaser and Laminated Films & Packaging. The Terms and Conditions of Sale are hereby deemed by the parties to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of another provision.