1. Acceptance. Package Design & Manufacturing, Inc. ("PDM"), its division, affiliation or subsidiary (the "Affiliate") identified on the purchase order ("Order"), or if no such entity is identified, the Buyer hereunder is referred to herein as ("Buyer"), and the company selling products ("Products") or services ("Services") is referred to as ("Seller"). These terms and conditions of sale ("Terms"), any additional terms or conditions of sale ("Additional Conditions") or any written agreements between Buyer and Seller ("Agreements") are set forth in this document and applicable to any and all orders issued by Buyer hereunder. These Terms, the Additional Conditions, Agreements, and the documents referred to herein constitute the entire Agreement between Buyer and Seller. No other terms or conditions of Sale, including any terms or conditions which may be contained in Buyer’s purchase order or similar documents issued by Buyer, shall be incorporated into this Agreement by reference or otherwise, unless agreed to in writing by Seller. No oral or written agreements or statements shall constitute an Additional Condition. This Agreement and any and all documents referenced herein shall not become effective until signed by Buyer and Seller.

2. Affiliates. Buyer shall have no liability for purchases by its Affiliates, nor will Buyer be regarded as a guarantor under the Agreement. Seller waives any right to assert liens, claims or security interests against Buyer or any other Affiliate for the obligations of another Affiliate. Purchases made by Affiliates will be counted towards Buyer’s aggregate purchases.

3. Invoicing, Pricing and Payment Terms. All prices are firm and shall not be subject to change. Prices are complete and no additional charges may be added without Buyer’s written consent. Such charges include all labor, supervision, material, overhead and other costs associated with the manufacture, sale and delivery of the Products and Services, including all excise, value added, sales and use taxes. Buyer will pay for all Products and Services at the quoted prices. Invoices for the Products must reference the Order number, amendment or release number, Buyer’s part number, Seller’s part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. If Seller breaches any provision of the Agreement, or if any person or entity asserts a claim or lien against Buyer relating to Seller’s breach, Buyer may withhold from any payments due or to become due to Seller an amount sufficient to protect Buyer from all claims, losses, damages and expenses. Seller warrants that the prices charged for the Products or Services or similar products or services are the lowest prices charged by Seller to any other customer under similar conditions. If Seller charges any other customer a lower price for such similar products or services, Seller shall apply the lower price to this Order.

4. Forecasts and Purchase Shortages. Any forecast provided by Buyer is non-binding and not a commitment by Buyer to purchase such quantities of the Products. Seller shall promptly notify Buyer of any Product shortages or any pending disputes or litigation which may jeopardize Seller’s ability to perform under the Agreement.

5. Cancellation or Modification. Buyer may cancel any Order, in whole or in part, by providing Seller written or electronic notice of cancellation: (a) with respect to Products that have not been custom designed to Buyer’s proprietary specifications, at any time prior to Seller’s shipment of such Products without further obligation or liability to Seller; or (b) with respect to Services, at any time prior to completion and Buyer may cancel the Order in whole or in part, if either (i) the Services actually performed up to the date of termination or (ii) if payment of fees is dependent upon delivery of deliverables, for the conforming deliverables actually delivered up to the date of termination. Buyer may make changes in specifications, materials, packaging, method of transportation and time and place of delivery at any time by notifying Seller. Seller must give Buyer prompt notice if the changes affect the price or delivery schedule. If Buyer provides with the changes, the parties will negotiate an adjustment to the price or delivery schedule consistent with the Agreement. Seller will make no changes to the Product, including the specifications, design, materials, manufacturing location, or processes, without Buyer’s prior written consent.

6. Deliveries. Incoterms 2010 will apply to all shipments except those entirely in the USA. Unless otherwise indicated on the Order, all Products shall be delivered FCA Buyer’s designated delivery point (Incoterms 2010). Seller shall use the carrier designated by Buyer and ship and mark the packaging in accordance with the carrier’s or Buyer’s instructions. Title and risk of loss shall pass to the Buyer upon delivery of the Products at the destination place of sale as defined under the applicable Incoterm. If, in order to comply with Buyer’s required delivery date, it becomes necessary for Seller to ship by a more expensive mode of transportation than as specified in an Order, any increased transportation costs shall be paid for by Seller, unless the necessity for such rerouting or expedited handling was caused solely by Buyer. If delivery of Products is not or will not be completed by the date indicated on the Order, Buyer may cancel the Order by notice effective when received by Seller, purchase substitute Products elsewhere, and charge Seller for any loss incurred. 100% on-time delivery is required. If Seller fails to deliver the Products by the delivery date, the price will be reduced by an amount equal to 1% of the original price for each business day that the failure continues. Buyer is not obligated to accept early, late, partial or excess deliveries.

7. Packaging; Marking; Shipping. Seller will: (a) properly pack, mark, and ship Products according to the requirements of Buyer, the involved carriers and the country of destination; (b) route the shipments according to Buyer’s instructions; (c) label or tag each package according to Buyer’s instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer’s part number, Seller’s part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller’s name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer’s instructions and carrier requirements. Seller will provide all special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Products, containers, and packing.

8. Inspection / Non-Conforming Shipments. Payment for Products delivered hereunder or acceptance of delivery of payment will not constitute acceptance by Buyer of such Products. Buyer may inspect 100% or a sample of Products, at Buyer’s option, and may reject all or any portion of a shipment if Buyer determines a Product to be defective or nonconforming. Products rejected and returned to Seller and not reshipped by Seller within 30 days are considered to be worthless and will be disposed of at Buyer’s discretion.

9. Warranties. Seller warrants that all Products and Services: (a) conform to any sample or model; (b) are free from defects in design, workmanship and materials; (c) shall be new and free from liens or encumbrances; (d) are adequately packaged, marked, and labeled in accordance with Buyer’s requirements and all applicable laws; (e) are merchantable and fit for the intended purpose, and (g) are not infringing the Intellectual Property (as defined below) of any third party. Inspection, testing, acceptance or use of the Products will not affect Seller's obligations under this warranty. Seller's warranty will run to Buyer, its successors, assigns and customers and users of the Products. With respect to Services, Seller warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards, (b) its employees and agents providing Services will have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner, and when applicable, shall be certified, licensed or otherwise authorized as necessary to perform the Services; (c) the Services and any deliverables shall conform to any applicable specifications or statement of work.

10. Remedies. If the Products do not comply with the Product warranty (such Products referred to as “Nonconforming Products”), Seller shall, at Buyer’s sole discretion, promptly repair or replace the Nonconforming Products. If Seller is unable to remedy such nonconformity within Buyer’s required time frame, Buyer may take steps to remedy the nonconformity, and in such case, Seller shall reimburse Buyer for any costs incurred by Buyer.

11. LIMITATION OF LIABILITY. BUYER SHALL NOT BE LIABLE, AND SELLER WAIVES ALL CLAIMS AGAINST BUYER, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON BUYER’S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT AND/OR ANY OTHER CAUSE OF ACTION. BUYER’S LIABILITY IN CONNECTION WITH THE AGREEMENT OR THE PURCHASE OF PRODUCTS OR SERVICES WILL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES FOR WHICH THE CLAIM IS MADE.

12. Ownership of Intellectual Property. All rights to and in any and all intellectual property existing prior to the date of the Order and embodied in the Products designed and/or manufactured by Seller are the sole and exclusive property of Seller, including but not limited to patent rights, trademarks and service marks, copyright rights and trade secrets ("Intellectual Property"), except with respect to the specifications and all other materials and information provided to Seller by Buyer which shall remain the exclusive property of Buyer. Seller acknowledges that Buyer and its suppliers own all rights in Buyer’s names, trademarks and service marks and agrees that Seller has no right and will not use such names or marks in any manner. Seller hereby grants to Buyer all right, title and interest in and to all Intellectual Property of Buyer, including, but not limited to, all inventions, ideas, inventions, methods, processes, data, databases and other information created, produced or composed by Seller or any of Seller’s representatives, suppliers, or affiliates specifically for Buyer in the course of or pursuant to the performance of work under the Order and any similar previous oral or written agreements with Buyer. Seller agrees that such materials are “works made for hire” under applicable copyright laws ("Work for Hire"), and as such, Buyer is considered the author of such works. To the extent any such works are not considered “works made for hire,” Seller hereby waives any rights under the U.S. Copyright Act, 17 U.S.C. § 101, et seq., to terminate this transfer, as well as any moral rights that may exist in the work, including but not limited to the right of attribution and the right of integrity. Buyer grants to Seller the right to use the Intellectual Property and the Work Product solely for the purposes of performing under the Order.

13. Confidential Information. All information furnished or made available by Buyer to Seller in connection with the Products or Services shall be held in confidence by Seller. Seller will not use (directly or indirectly), disclose to others, such information without Buyer’s prior written consent. These obligations will not apply to any information that: (a) at the time of disclosure was or thereafter becomes generally available to the public by publication or otherwise through no breach by Seller of any obligation herein; (b) Seller can show by written records was in Seller’s possession prior to disclosure by Buyer; or (c) is legally compelled to disclose to others by or through a third party having no direct or indirect confidentiality obligation to Buyer with respect to such information. Seller agrees that it will not make use of, either directly or indirectly, any of the Confidential Information that it receives or has received from Buyer, other than for the purpose for which the Confidential Information has been disclosed to Seller.

14. Non-Publicity. Seller will not advertise, publish or disclose to third parties (other than to Seller’s professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Buyer the Products covered by the Order or the terms of the Order, or use any trademarks or trade names of Buyer in any press release, advertising or promotional materials, without first obtaining Buyer’s written consent.

15. Indemnification. Seller agrees to defend and indemnify Buyer, its suppliers, customers, users, and licensors, and each of their affiliates, employees, shareholders, officers, directors and agents (collectively, the “Indemnified Parties”) against any and all loss, liability, claim, suit, action, damage, injury, loss of profits or economic loss (including attorney’s fees) arising out of or in connection with (a) any breach of Seller’s representations, warranties or obligations; (b) any act or omission by Seller, its officers, employees or agents (including Seller’s subcontractors and their employees and agents); (c) any claim of infringement or misappropriation of any third-party intellectual or proprietary right, including claims for royalties or license fees, in connection with the purchase, use or sale of the Products; and (d) death or any bodily injury, damage to property or any other loss or damage resulting or claimed to result in whole or in part from the Products. Each Indemnified Party may, at its option, be represented by its own counsel in any action, the expenses of which shall be borne by Seller.
16. **Insurance.** Seller will maintain, at its own expense, the following insurance policies: (a) Commercial General Liability in an amount of not less than $5,000,000 each occurrence and in the aggregate for bodily injury and property damage and $5,000,000 any one person or organization for personal and advertising injury for premises issuance, product/completed operations, blanket contractual liability, and broad form property damage; (b) Workers’ Compensation in full compliance with the laws of any applicable state and country, at not less than statutory limits; (c) Commercial Automobile Liability in an amount of not less than $5,000,000 for any one claim and $5,000,000 each vehicle; (d) Employers’ Liability and Occupational Disease in an amount of not less than $5,000,000 each accident for bodily injury and $5,000,000 each employee and in the aggregate for disease. The limits of coverage required may be satisfied by a combination of primary and excess or umbrella insurance policies. For excepting for Workers’ Compensation, Seller shall include Buyer and its affiliates as an Additional Insured on all required insurance policies described above. Upon Buyer’s request, Seller shall provide Buyer a certificate of insurance evidencing such coverage and requiring no less than 30 days’ advance notice to Buyer before any cancellation of such coverage.

17. **Spare Parts and Special Tooling.** Seller will maintain the capability to supply and provide technical support for spare parts for a period of seven years after the delivery of the Products or for such longer period as may be required by law. Seller will give Buyer a last time buy option at the end of such seven year period, and shall offer any follow on products that are compatible with the Products. Seller will notify Buyer 90 days in advance prior to Seller’s withdrawal of any Product(s). Buyer may provide patterns, dies, fixtures, molds, jigs or other tools or directly or indirectly pay for tools for use in making Products (“Special Tooling”). Unless approved in writing by Buyer, Seller shall not (i) remove or relocate any Special Tooling, make any changes to Special Tooling; (ii) use the Special Tooling for any other products or any other customer other than for those Products provided to Buyer under this Order; (iii) make any changes to Special Tooling; or (iv) reverse engineer any Special Tooling.

18. **Severability.** If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

19. **Survival.** Any provisions in the Terms which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled. All other provisions of the Agreement apply to Consignment Products, except to the extent this section conflicts with any other provision of the Agreement.

20. **Customs.** The Seller shall make available to the Buyer and any party designated by Buyer any and all documents and data necessary to effect customs clearance, including the importer security filing and all other customs documentation required to effect clearance.

21. **Compliance.** Seller warrants that it will conduct its business in an ethical and responsible manner and agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Seller’s operations hereunder and Seller’s manufacture and sale of the Products and Services, including import/export laws, labor laws, and anti-corruption laws and anti-bribery laws and regulations applicable to Seller’s business operations as well as the U.S. Foreign Corrupt Practices Act, the United States domestic bribery laws, as well as all applicable foreign bribery laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, health care fraud laws, financial services laws, customs law, and customs procedures, data protection laws, consumer protection laws, securities laws, securities regulations, and all other laws and regulations applicable to the conduct of Seller’s business and its products and services, including but not limited to all anti-corruption laws, money laundering laws, and anti-terrorism laws.

22. **Integration and Modification.** The Agreement constitutes the entire agreement between Buyer and Seller with respect to the Products and Services, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.


24. **Special Tooling.** Seller will maintain the capability to supply and provide technical support for spare parts for a period of seven years after the delivery of the Products or for such longer period as may be required by law. Seller will give Buyer a last time buy option at the end of such seven year period, and shall offer any follow on products that are compatible with the Products. Seller will notify Buyer 90 days in advance prior to Seller’s withdrawal of any Product(s). Buyer may provide patterns, dies, fixtures, molds, jigs or other tools or directly or indirectly pay for tools for use in making Products (“Special Tooling”). Unless approved in writing by Buyer, Seller shall not (i) remove or relocate any Special Tooling, make any changes to Special Tooling; (ii) use the Special Tooling for any other products or any other customer other than for those Products provided to Buyer under this Order; (iii) make any changes to Special Tooling; or (iv) reverse engineer any Special Tooling.

25. **Assignment.** Seller shall be entitled to assign the Agreement, or any portion thereof, to any party; provided, however, that Buyer’s assignee shall assume all of Buyer’s rights and obligations under the Agreement. If Buyer assigns the Agreement, then Seller shall be entitled to receive the same amount in such assignment (whether in cash, equity, or other form) as Buyer receives from the assignee. The Agreement may not be assigned or delegated in any manner to any third party except as permitted herein. No assignment or delegation will relieve Buyer of its obligations under the Agreement. Seller will not assign or delegate the Agreement without Buyer’s prior written consent, and Buyer’s consent shall not relieve Seller of its obligations under the Agreement.

26. **Spare Parts and Special Tooling.** Seller will maintain the capability to supply and provide technical support for spare parts for a period of seven years after the delivery of the Products or for such longer period as may be required by law. Seller will give Buyer a last time buy option at the end of such seven year period, and shall offer any follow on products that are compatible with the Products. Seller will notify Buyer 90 days in advance prior to Seller’s withdrawal of any Product(s). Buyer may provide patterns, dies, fixtures, molds, jigs or other tools or directly or indirectly pay for tools for use in making Products (“Special Tooling”). Unless approved in writing by Buyer, Seller shall not (i) remove or relocate any Special Tooling, make any changes to Special Tooling; (ii) use the Special Tooling for any other products or any other customer other than for those Products provided to Buyer under this Order; (iii) make any changes to Special Tooling; or (iv) reverse engineer any Special Tooling.