



Plastics, Inc.

24 Creek Circle, Boothwyn, PA 19061

GEHR PLASTICS, INC.

TERMS AND CONDITIONS OF SALE

(Effective September 20, 2021)

1. Conditions of Sale. These Terms and Conditions of Sale (these "Terms") are the only terms which govern the sale of goods and services (collectively, the "Goods") by GEHR Plastics, Inc. ("Seller") to buyer ("Buyer"). Seller hereby objects to any terms and conditions in Buyer's purchase order ("Order") or other document which are additional to or different from this Agreement, whether or not such additional or different terms would materially alter this Agreement. These Terms, together with any quotation and order confirmation by Seller (collectively, this "Agreement"), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, regarding the subject matter hereof. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its Order or such terms.

2. Order. Each Order is subject to acceptance, modification, or rejection by Seller in Seller's sole discretion. Each accepted Order will be interpreted as a single agreement, independent of any other Orders for all purposes. Acceptance or fulfillment of Buyer's Order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

3. Delivery; Shipment. The Goods will be delivered FOB from Seller's facility in Boothwyn, PA for shipments within the United States and EXW Seller's facility in Boothwyn, PA (INCOTERMS 2020) for shipments outside the United States. Risk of loss or damage to the Goods shall pass to Buyer upon delivery. Seller reserves the right to make delivery in installments. All installments may be separately invoiced and shall be paid for by Buyer when due per invoice, without regard to subsequent deliveries. Unless otherwise agreed by the parties, Seller will arrange for shipment of Goods by common carrier to Buyer's facilities. Seller may select the carrier in its discretion unless Buyer notifies Seller at least five days prior to date of shipment of its carrier nomination. The carrier will be deemed to be Buyer's agent. Seller will schedule shipments in accordance with agreed dates and terms set forth in an accepted Order. For scheduled consolidation shipments, Orders received after 4pm local time the prior day of the scheduled shipment will be included in the next consolidated shipment. All shipment and delivery dates are estimates and subject to change. Seller will communicate promptly in writing or electronically any revised shipment dates. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY LOSS, DAMAGE, OR DELAY, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY DELAY IN EITHER DELIVERY OR SHIPMENT.

4. Packing and Shipping Charges, Insurance, and Taxes. Prices include the costs of standard domestic packing only; crating and export packing will be charged extra. Buyer shall pay for, and shall hold Seller harmless from, all shipping charges and insurance costs as well as all taxes with respect to, or measured by, the manufacture, sale, shipment, use, or price of the Goods (including interest and penalties thereon); provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, or gross receipts. Shipping charges apply as follows:

- Zone I - All Goods - within the continental U.S. except Alaska: \$3,500.00 NET
- Zone II – Ontario & Quebec Provinces – All Goods to destinations east of Windsor and south of Sudbury in Ontario Province as well as all destinations south of Quebec City in Quebec Province: \$3,500.00 NET
- Zone III - Eastern Canada – All Goods to destinations in Eastern Canada outside of Zone II designated areas: \$4,500.00 NET
- Zone IV - Western Canada - All Goods to destinations east of Vancouver to Calgary and south of Kamloops: \$6,500.00 NET

Drop shipments will be subject to a \$25 fee.

5. Inspection. Buyer shall inspect all shipments carefully before signing a shipping receipt. A signed bill of lading or delivery receipt with no exceptions noted will indicate that the count, description, and condition of the Goods received was satisfactory. Failure of Buyer to inspect the Goods and notify Seller of any defect within fourteen (14) days after arrival of a particular shipment at Buyer's designated facility, or before such Goods are converted by Buyer in its processes, whichever is earlier, constitutes a waiver of Buyer's right to inspect and shall be deemed acceptance of the Goods.

6. Prices. All prices quoted are subject to change, without notice, at any time prior to Seller's acceptance of Buyer's order, to such prices prevailing at the time of acceptance. All prices are valid for 30 days from date of Seller's proposal unless otherwise agreed in writing by Seller.

7. Minimum Charge. NO INVOICE WILL BE ISSUED IN A NET AMOUNT OF LESS THAN \$100. For Orders below the minimum, Buyer will be billed at the minimum.

8. Payment Terms. Terms of payment for buyers within the United States are net 30 days from date of invoice. Buyers outside the United States are required to pay five (5) days prior to delivery. Seller may charge a late penalty of 1.5% per month applied against overdue amounts, or the maximum rate permitted by law, whichever is less. Buyer may not withhold payment of any amount due to Seller because of any set-off, counterclaim, abatement, or similar deduction. If, prior to or during the period of performance of an Order, Seller determines in its sole discretion that the financial condition or payment history of Buyer does not justify the terms of payment specified, Seller may demand full or partial payment or satisfactory security in advance before proceeding with delivery or, at its option without prejudice to other lawful remedies, may defer delivery or refuse to fulfill an otherwise accepted Order. Buyer shall notify Seller in writing of any objection to any invoice (along with substantiating documentation and a reasonably detailed description of the objection) within 10 business days from Buyer's receipt of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of objection and shall pay all undisputed amounts due under such invoices within the period set forth in this Section.

9. Order Change and Cancellation. Orders may not be changed or canceled by Buyer without Seller's written approval. Any costs incurred by Order changes or cancellation are the responsibility of Buyer. Seller reserves the right to consider all additions to existing Orders as a separate and new Order subject to the terms and conditions of sale as outlined herein.

10. Return of Goods; Credits. Seller may authorize Buyer to return unused Goods in original, resalable condition only, at a handling charge of 25% of original invoice value, shipped prepaid, within 30 days of Buyer's receipt of Goods. Custom and non-standard items manufactured to Buyer's specification are non-returnable. Goods returned without prior written authorization will not be accepted. Credit will not be issued for Goods returned that are not in resalable condition. Any shipment will be returned collect to the sender if the above requirements for returns are not followed. All credits must be applied within one calendar year of issue date, and Seller reserves the right to write off any outstanding credit balances at such time without notice.

11. Safe Operation; Indemnity. Buyer shall use, and require all persons handling any Goods to use, the safety procedures set forth in Seller's Material Safety Data Sheet. Buyer shall indemnify, defend, and hold Seller and its directors, officers, employees, agents, and shareholders harmless from and against all liability that arises as a result of the action or omission of Buyer or its directors, officers, employees, agents, or subcontractors, except to the extent that such liability arises from a defect in material or workmanship of a Good during the limited warranty term. Buyer will indemnify, defend, and hold Seller and its affiliates and its and their respective directors, officers, employees, agents, successors and assigns harmless from and against all damages, judgments, claims, suits, actions, liabilities, costs and expenses (including, but not limited to, reasonable attorney fees) resulting from any third-party claims or suits arising out of or connected with (a) Buyer's use, handling, distribution, marketing, or sale of Goods sold to Buyer (except to the extent caused solely by Seller's negligent acts or omissions or willful misconduct in its performance of the conditions set forth in this Agreement or the manufacture or labeling of the Goods), (b) Buyer's material breach of any of its representations or obligations hereunder, (c) Buyer's negligent acts or omissions or willful misconduct, and/or (d) any proceeding instituted by or on behalf of a third party based on a claim that the Goods or their use or sale infringes a patent or any other intellectual property right, except where such infringement claim is based upon intellectual property owned or licensed by Seller or its affiliates as of the acceptance of an Order.

12. Limited Warranty. Seller warrants to Buyer that the Goods will conform to Seller's published specifications in effect as of the date of delivery and be free from material defects in material and workmanship. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller will in its discretion replace or issue credit for Goods found to be defective, provided that written notice of such defect is given by Buyer to Seller within 12 months from the date of delivery. THE FOREGOING REMEDY IS EXCLUSIVE AND IS GRANTED IN LIEU OF ALL OTHER REMEDIES. THE WARRANTY ONLY APPLIES IF SELLER RECEIVES WRITTEN NOTICE OF A DEFECT WITHIN 30 DAYS AFTER IT WAS DISCOVERED OR BY REASONABLE CARE SHOULD HAVE BEEN DISCOVERED. This warranty does not cover damage resulting from ordinary wear and tear, misuse, neglect, accident, alterations, failure to follow instructions, fire, or acts of God. Shipping costs to and from Seller are not covered by this warranty and shall be paid by Buyer. Nothing in this Agreement shall exclude or limit Seller's warranty or liability for losses that may not be lawfully excluded or limited by applicable law.

13. Technical Assistance. Technical assistance, if any, furnished by Seller in connection with the sale of Goods will be furnished for the accommodation of Buyer. SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNICAL ASSISTANCE FURNISHED OR RECOMMENDATION MADE BY SELLER OR ITS REPRESENTATIVES CONCERNING THE USE OR APPLICATION OF ANY GOOD. Buyer assumes all liability for the proper receipt and application of such information, using Buyer's own technical expertise and know-how. Buyer will indemnify and hold Seller harmless from and against any claims, demands or liability arising out of or in connection with Buyer's receipt and/or use of any technical assistance furnished by Seller.

14. Indemnification. Buyer shall indemnify, defend and hold Seller, its affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from and against any damages, judgments, claims, suits, actions, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any third-party claims or allegations arising out of or connected with (a) Buyer's use, handling, distribution, marketing or sale of the Goods (except to the extent caused solely by Seller's negligent acts or omissions or willful misconduct in its performance of the conditions set forth in this Agreement or the manufacture or labeling of the material), (b) Buyer's material breach of any of its representations or obligations hereunder, (c) Buyer's negligent acts or omissions or willful misconduct, or (d) any proceeding instituted by or on behalf of a third-party based upon a claim that the goods or the production, use, or sale of the Goods infringes a patent or any other IP rights (except where such infringement claim is based upon intellectual property owned or licensed by Seller as of the commencement of this Agreement).

15. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE INVOICE VALUE OF THE GOODS GIVING RISE TO THE CLAIM.

16. Waiver. No waiver by Seller of any of the terms, provisions, or conditions hereof or any modification of such terms, provisions, or conditions shall be effective unless made in writing and signed by an authorized representative of Seller. Any failure of Seller to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions nor of Seller's right to enforce each and every provision hereof.

17. Reservation of Rights. Seller expressly reserves all rights and remedies which are available to it at law or in equity.

18. Intellectual Property. All right, title and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the creation and production of the Goods, except for any designs or specifications created and identified by Buyer as intellectual property belonging to it, shall belong solely and exclusively to Seller or any applicable suppliers or licensors, and Buyer shall acquire no such rights to Seller's intellectual property except as expressly granted in this Agreement or as agreed in writing by the parties.

19. Severability. If any provision of this Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated.

20. Binding Effect. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. Force Majeure. Under no circumstances shall Seller be responsible for breach, damages or delays in performance caused by force majeure, extreme weather or other acts of God, acts of terrorism, strike, or other labor shortage or disturbance, fire, accident, epidemic or pandemic, war or civil disturbance, delay of carriers, failure or delay in transportation, failure of normal sources of supply, change in law or other act of government, or other events beyond the reasonable control of Seller. Should any of the aforementioned force majeure events occur, Seller may cancel an accepted Order with respect to any undelivered Goods or extend the delivery date for a period equal to the time lost because of excusable delay. Notice of such election shall be given promptly to Buyer. In the event Seller elects to cancel an accepted Order for reason of such excusable delay, Seller shall be released of and from all liability for failure to deliver the Goods. If for reasons of force majeure or otherwise, Seller is unable to supply quantities under accepted Orders to Seller's customers, Seller may satisfy its obligations under this Agreement by allocating to Buyer in any commercially reasonable manner its proportionate share of Seller's available supply of Goods, based on the aggregate annual contract obligations and delivery commitments of Seller to all its then-current customers.

22. Modification. This Agreement constitutes the entire contract among the parties pertaining to the subject matter hereof and supersedes all prior oral and written understandings, communications, or agreements between the parties in connection herewith. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. No modification or alteration of these provisions shall result by Seller's shipment of Goods following receipt of an Order or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. No course of prior dealings between the parties shall be relevant to supplement or explain any term hereof.

23. Assignment. Buyer may not assign any rights under this Agreement without the prior written consent of Seller. Any assignment without the Seller's consent shall be null and void.

24. Governing Law; Dispute Resolution; Attorney's Fees. The validity, performance and construction of this Agreement, including but not limited to any Order accepted by Seller, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on this Agreement and is excluded. The parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement or the rights or obligations of the parties to this Agreement shall be brought exclusively in the state or federal courts having jurisdiction over Chester County, Pennsylvania, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. Nothing contained herein will prevent Seller from bringing any action or exercising any rights against Buyer or its property within any other state or nation as may be necessary. In any action, suit or proceeding to enforce, defend or interpret the rights under the terms of this Agreement or to collect any amounts due hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' and paralegal fees, whether incurred out of court, at trial, on appeal, or in bankruptcy or administrative proceedings.