



THANK YOU FOR YOUR RECENT ORDER WITH THE PLATINUM PACKAGING GROUP (PPG)
WE APPRECIATE YOUR BUSINESS

TERMS AND CONDITIONS OF SALE

Please review your attached order confirmation

The following are The Platinum Packaging Group (PPG), Inc. terms and conditions of sale for the products and/or services, which are specified on the order confirmation:

1. **SPECIFICATIONS:** The specifications shown on the front of this form, together with any references thereon to specifications, shall govern this sale. To the extent that parameters are not specified, then PPG, standard product specifications and/or practices shall apply. Unless stated otherwise, where material thickness is referred to, it describes thickness of tray material or film thickness (gauge) used before forming or converting, are not necessarily the material thickness measured on the final part. BUYER is urged to consult directly with the manufacturer of the machine, tray, film or other material used in the process to optimize the use of all materials employed by BUYER in its operation.

2. **ORDER LEAD TIMES:** For forecasted SKUs standard order lead times of four (4) weeks from date of PO is received until goods are shipped for repeat graphic orders. For new graphic orders, six (6) weeks from date graphics are approved and signed off, until goods are shipped. Rush charges are applicable and order time subject to approval for requests of shorter than standard lead times. For non-forecasted SKUs, custom material procurement at longer lead times maybe be required, in which case lead times can be extended.

3. **MATERIAL:** Material for the product and/or service specified herein, once ordered, is for the buyer's account and is not cancelable except by mutual agreement. When requested by customer, PPG. Will certify as to the approval of the material by the FDA for food or medical application. Such certification may be a blanket one for all products supplied to a single customer. In the absence of such certification, materials may still meet FDA requirements, but compliance is not guaranteed. PPG shall not be liable for any incomplete or inaccurate information published by the FDA or any other state or federal government agency.

4. **FITNESS FOR USE:** We encourage that you sample before purchasing in order to find fitness for use. PPG can recommend a suitable film or tray; however, we cannot control your working environment or other factors. Regarding laser perforated film, respiration rates can vary depending on the handling, holding temps and environment you package in. We CANNOT be held responsible for these factors. These factors can affect the actual performance of the product we provide. This may also relate to film or a tray (or any PPG product) performing correctly. Please sample before purchasing. A recommendation by PPG is not to be construed as a warranty of fitness by PPG of any particular product for a particular use. Customer assumes all responsibility for the product performing in any application.

5. **ORDER QUANTITIES:** Plus or minus 10% of ordered quantity constitutes a completed order unless otherwise mutually agreed. / With paperboard tray order all items are to be in full pallet quantities.

6. **QUANTITY TOLERANCES AGREED.** / With paperboard tray order all items are to be in full pallet quantities / regarding clear or printed films the +/- % are as follows

Under 499# lbs +30%	500 lbs to 999 lbs +25%
1000 lbs to 4999 lbs +20%	5000 lbs and over +10%

7. PRINT PLATES: All print plates are subject to sales tax, no exceptions.
8. ALTERATIONS TO GRAPHICS: Plate/engraving costs are as outlined in the customer quotation. A P.O. for artwork and graphic items is required prior to commencing work. Artwork charges are invoiced when graphics work is completed and are payable in accordance with standard payment terms. Alterations to graphics provided, or modifications to graphics after final art approval are subject to billing at a rate of \$110 per hour. All revisions to art, plates and cylinders will be quoted and submitted for customer approval prior to commencing with order.
9. PRINTED FILM QUANTITIES: Because of the way orders are placed, sometimes film sizes cannot be combo-ed. As a result, there are some adjustments made to the quantities produced. This can and will be more or less than the quantity that was ordered. Printed Foil lidding Volumes from 100M to 250m lids can vary by size by 30-40% (20M case counts are estimated but can vary too based on the overages as mentioned above)
10. PRINTED FILM: Please note that colors generated on acetate proofs and PDFs can vary considerably by 5-10% in color than what is shown on ink drawdowns and or a PMS book. If bypassing ink drawdowns, we advise a press check to monitor and approve color. If bypassing ink drawdowns and press check, PPG will print to our PMS color book knowing that colors vary from book to book. If printed film is supplied by PPG and the BUYER rejects said printed film based on quality of the product, PPG will replace the material free of charge ONLY if after having the opportunity to investigate the claim and inspect the material and PPG agrees that the quality of the product is not as specified. In the event that BUYER and PPG do not agree and are unable to reach a mutually acceptable compromise, the parties shall mediate any dispute where the amount in controversy is more than \$10,000. COLOR PROOFS: Due to differences in equipment, inks and other factors involved in color proofing and production pressroom operations, PPG is not responsible for minor color variations within an industry standard tolerance of L*A*B* (CIELAB) Delta E difference of 2.00.
11. ARTWORK: When signing art work proofs, YOU the customer, agrees to the content; UPC; Colors Utilized; Placement; Impression Size; Eyespot Location; Unwind Direction; and Additional Features Locations (Press to close zipper, tear notch, etc.). PPG is not liable for any errors or omissions not noted on the proofs. We repeat, it is you the customers responsibility to check art proofs.
12. DELIVERY: the ship date shown represents our best estimate but may be subject to change due to unforeseen circumstances beyond our control.
13. LIMITED WARRANTY; LIMITATION OF LIABILITY: PPG warrants that all products provided hereunder were produced using good manufacturing practices within the industry. PPG, Inc.'s obligation under this warranty shall be limited to replacement of parts found to be defective, or at PPG, Inc.'s option, a credit issued equivalent to their value. PPG, Inc. makes no warranty as to merchantability or fitness of purpose. PPG is in no way responsible for incidental or consequential damages cause by use or misuse of its products. The warranties described in this Section 10 shall be IN LIEU OF any and all other warranties, express or implied, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose. Customer acknowledges and agrees that in no event shall PPG have any liability for damages in excess of the amount received by PPG for the goods in respect of which claim is made, and Customer further acknowledges and agrees that in no event shall PPG have any liability for loss of use, loss of profits or for any indirect, incidental or consequential damages of any kind or nature whatsoever, whether or not such damages were foreseeable. Customer understands and acknowledges that PPG has no knowledge of Customer's business needs, pending orders or Customer's representations to its customers regarding future timing and quantity of fulfillment of orders.

14. WARRANTIES II : Claims for shortages must be presented in writing within ten (10) days after receipt of shipment. All other claims must be presented in writing within thirty (30) days after receipt

15. RETURNS: All sales are final. PPG has no obligation to accept the return of unused or damaged goods except by mutual agreement. / Exceptions can be made with stocked items with a 15% restocking fee plus return freight by The PPG management. These must be stocked or sellable stocked items. If films are to be returned it may be necessary to share the slitting fees and or trim waste in order to sell the returned item. All machine parts are susceptible to a 15% restocking fee plus freight back if a stocked item and the manufacturer accepts a return. For machinery, PPG is not obligated to accept returns, however on a case by case basis, we may consider a return with a 20% restocking fee plus return freight.

16. COMPLETE CONTRACT: This contract is the final, complete and exclusive statement of the agreement between PPG and Customer and supersedes all prior or contemporaneous oral or written contracts, agreements, arrangements and understandings with respect to the subject matter hereof. No terms, conditions, understandings, usage of the trade, courses or dealing, or agreements purporting to modify, vary, explain, or supplement this contract will be binding unless and until hereinafter made in writing and signed by PPG and Customer.

17. COPYRIGHT AND TRADEMARK: The Customer is responsible for ensuring that all materials supplied to PPG for reproduction do not violate copyright or trade-mark restrictions. PPG assumes no liability whatsoever for the Customer's use or misuse of copyrighted or trademarked materials.

18. GOVERNING LAW; ASSIGNMENT: California Commercial Code and laws of the State of California shall govern. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, as if performed wholly within that state and without giving effect to its conflict of laws principles including the commercial code thereof. PPG and Customer further agree that any action, claim or proceeding under this Agreement shall be commenced exclusively in the courts of the State of California or the federal courts of the United States of America located in the County of Los Angeles. Each of PPG and Customer expressly waives any objection it may have to the exclusive jurisdiction and venue of such courts. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to actual attorney's fees incurred and costs, including costs of experts. However, prior to the initiation of legal action pursuant to this paragraph 12, the parties shall submit any dispute involving an amount in controversy of more than \$10,000 to nonbinding mediation with either ADR, Inc. or Alternative Resolution Center, or if neither is available, then to a reasonably equivalent alternative. Either party may initiate mediation by submitting to the other a list of five (5) retired superior court judges as proposed mediators. The party receiving said notice shall strike three of the names, and the party giving notice shall then select from the remaining two. The cost of mediation shall be shared equally between PPG and Customer. For all matters involving an amount in controversy less than \$5,000 the parties hereto agree to pursue legal action in the Los Angeles County Small Claims Court.

19. INDEMNIFICATION: The Customer shall indemnify and hold harmless PPG from any and all loss, cost, expense and damages on account of any manner of claims, demands, actions and proceedings that may be instituted against PPG on grounds alleging that the said printing directly or indirectly violates any copyright or any trademark proprietary rights. In no event shall PPG's liability for defective packaging products supplied to Customer exceed Customer's price for such packaging paid to PPG.

20. ASSIGNMENT. Neither Customer nor PPG shall assign this contract without prior written consent of the other.

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