



## TERMS AND CONDITIONS

### BACK CHARGES

In the event buyer shall make claim within 30 days as herein provided such claim shall be given by registered mail. In the event such defect is one for which it is liable hereunder, Seller shall have a reasonable length of time after receipt of such written notice to remedy such defect or send such personnel as it may deem necessary to adjust the product to the status contemplated on purchase. Buyer shall give Seller full cooperation in accomplishing the same. Buyer further agrees that it will cease use of the product pending notice to Seller and opportunity to correct the defect. No expense incurred or charges for the purpose of correcting any such defect shall be charged back or allowed against Seller unless all of the foregoing conditions have been complied with and Seller neglects to remedy the defect.

### QUANTITIES

On certain commodities Royal Plastic Mfg., Inc. reserves the privilege of shipping over or under the ordered quantity in accordance with established percentages which will constitute full and complete shipment of the material specified herein.

### DELIVERIES

Any delivery schedule indicated herein is based on our present estimate of the time required to ship after receipt of your order and in case of any item which it is indicated is to be shipped from a producing mill upon current production schedules of the producing mill. In the event of any delay in our performance due in whole or in part to any cause beyond our reasonable control, we shall have such additional time for our performance as may be reasonably necessary under the circumstances. Acceptance by you of any goods shall constitute to waiver by you of any claim for damages on account of any delay in delivery of such goods.

### SUSPENSION OF PERFORMANCE

If, in our judgment, reasonable doubt exists as to your financial responsibility or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until we receive payment of all amounts, whether or not due, owing to us, or adequate assurance of such payment.

### DISCLAIMER AND INDEMNIFICATION

The works performed on the materials sold by Seller are in compliance with the design and specifications furnished by the Purchaser. The Seller warrants that the goods will conform to the design and specifications and be free from defects in material and workmanship, with the exception of laminating defects which are only warranted in the event the Purchaser specifies herein that destructive testing should occur with respect to all materials ordered in order to determine the existence of laminating defects. The parties understand further that uses to which the products sold hereunder are to be put, may or may not be known to Seller; that regardless of whether Seller has such knowledge or not. Seller makes no warranties of merchantability and fitness for any particular purpose, and no other warranties of merchantability and fitness for any purpose, and no other warranties of any kind, whether express or implied other than that specifically set forth hereinabove. Purchaser hereby assumes all risks and liability whatsoever resulting from the use of such materials, whether used singly or in a combination with other substances. Seller neither assumes nor authorizes any person to assume for it, any other liability in connection with a sale or use of materials sold hereunder. Further, there are no oral agreements or warranties collateral to or affecting this agreement.

### THE WARRANTY SET FORTH ABOVE IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED

Exclusive remedy of the purchaser in the event that any of the items sold hereunder do not conform to the Seller's standard quality shall be replacement of the items or parts. All Material claimed to be nonconforming after approval by Seller should be shipped to the Seller's Minden Plant, at the expense of the Seller. Such goods will be repaired and returned or replaced within a reasonable time. The Seller's acceptance of any materials so shipped shall not be deemed an admission that the goods are non-conforming and, if the Seller finds that any goods returned are not defective, such goods will be reshipped to the purchaser at the purchaser's expense and the purchaser will be charged for the shipping charges incurred by the Seller.

The purchaser, by accepting the said described property; agrees to and shall indemnify Seller from and against any and all losses, liabilities, damages and claims which shall arise or grow out of any injury to or death of persons (including without limitation, officers, agents, employees, lessors, customers and successors in interest of purchaser), or injury or damage to property of purchaser or the aforesaid described parties caused by or resulting from the use of condition of said materials or reason of any other matter, fact or thing arising therefrom.

### CLAIMS

Buyer shall examine and test above material immediately and failure of buyer to make claim within 30 days after delivery shall be a waiver by buyer of all claims with respect thereto. No goods returned without authorization.

### COMPLIANCE OF LAWS

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.