

GENERAL TERMS & CONDITIONS OF SALE

These General Terms and Conditions of Sale (these "Terms") govern the sale of products (the "Goods") by Premier Packaging Corporation, a New York corporation with an address of 275 Wiregrass Parkway, West Henrietta, New York 14586 ("Seller" or "we"), to its customers ("Buyer" or "you" or "your"). The Seller and Buyer are each a "party" and collectively the "parties". Any capitalized terms have the meaning set forth in these Terms.

1. Applicability. These Terms, the Basic Purchase Order Terms (as defined below), and any other written contract incorporating these Terms signed by both parties, comprise the entire agreement between the parties (the "Agreement"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

The Agreement prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. 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 the Agreement.

2. Ordering Procedure. Buyer shall issue purchase orders to Seller (the "Purchase Order"), in written form and in accordance with any other instructions provided by Seller, containing: (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (collectively, the "Basic Purchase Order Terms"). By issuing a Purchase Order to Seller, Buyer makes an offer to purchase Goods pursuant to the Agreement, including these Terms, and the Basic Purchase Order Terms contained in such Purchase Order, and on no other terms. For the avoidance of doubt, any variations made to the Agreement by Buyer in any Purchase Order are void and have no effect. Buyer shall be obligated to purchase from Seller the quantities of Goods specified in a Purchase Order.

Seller accepts a Purchase Order by issuing a sales confirmation in writing to Buyer. Seller may reject a Purchase Order or cancel a previously accepted Purchase Order, without liability or penalty, and without constituting a waiver of any of Seller's rights or remedies under the Agreement or any Purchase Order, by providing written notice to Buyer specifying the applicable date of rejection or cancellation.

3. Shipment and Delivery. Unless otherwise expressly agreed by the Parties in writing, Seller shall select the method of shipment of and the carrier for the Goods. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the Goods shipped, whether such shipment is in whole or partial fulfillment of a Purchase Order. Unless otherwise expressly agreed by the Parties in writing, Seller shall deliver the Goods to the street address for delivery of the Goods specified in the applicable Purchase Order, using Seller's standard methods for packaging and shipping such Goods. Any time quoted for delivery is an estimate only.

4. Title and Risk of Loss. Title and risk of loss to Goods shipped under any Purchase Order passes to Buyer upon Seller's tender of the Goods to the carrier.

5. Acceptance, Inspection, and Rejection of Nonconforming Goods. Buyer shall inspect Goods within five (5) days of receipt of such Goods ("Inspection Period") and either accept or, only if any such Goods are Nonconforming Goods, reject such Goods. "Nonconforming Goods" means any goods received by Buyer that: (a) do not conform to the list of Goods to be purchased as set forth in the applicable Purchase Order; (b) do not fully conform to the Specifications; or (c) materially exceed the quantity of Goods ordered by Buyer. Buyer will be deemed to have accepted Goods unless it provides Seller with written Notice of any Nonconforming Goods within five (5) days following the Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by Seller (including the subject Goods, or a representative sample thereof, which Buyer contends are Nonconforming Goods). All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Goods shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective.

If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall determine, in its reasonable discretion, whether the Goods are Nonconforming Goods. If Seller determines that such Goods are Nonconforming Goods, Seller shall, in its sole discretion, either: (a) replace such Nonconforming Goods with conforming Goods; or (b) refund to Buyer such amount paid by

Buyer to Seller for such Nonconforming Goods returned by Buyer to Seller. Buyer shall ship, at Seller's expense and risk of loss, all Nonconforming Goods to such location as Seller may instruct Buyer in writing. If Seller exercises its option to replace Nonconforming Goods, Seller shall ship to the Delivery Location, at Seller's expense and risk of loss, the replacement Goods.

THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING GOODS, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 15 AND SECTION 16 WITH RESPECT TO ANY SUCH GOODS FOR WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION.

6. Price and Payment. Buyer shall purchase the Goods from Seller at the price (the "Price") set forth in Seller's sales confirmation or other written contract signed by both parties. Buyer shall pay for, and shall hold Seller harmless from, all shipping charges and insurance costs. In addition, all Prices are exclusive of, and Buyer is solely responsible for and shall pay, and shall hold Seller harmless from, all taxes, duties, and fees of any kind imposed by any governmental authority, with respect to, or measured by, the manufacture, sale, shipment, use, or Price of the Goods.

Seller shall issue invoices to Buyer for all Goods ordered, setting forth in reasonable detail the amounts payable by Buyer. Buyer shall pay to Seller all invoiced amounts within thirty (30) days from the date of such invoice. Buyer shall make all payments in U.S. dollars by check or wire transfer.

Buyer shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within thirty (30) days from the date of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of dispute. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under the Agreement during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts.

Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under the Agreement or at law (which Seller does not waive by the exercise of any rights under the Agreement), if Buyer fails to pay any amounts when due under the Agreement, Seller may suspend the delivery of any Goods.

7. No Set-Off Right. Buyer shall not, and acknowledges that it will have no right, under the Agreement, any Purchase Order, any other agreement, document or law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller, whether under the Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller, whether relating to Seller's breach or non-performance of the Agreement, any Purchase Order, any other agreement between Buyer and Seller, or otherwise.

8. Security Interest. To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to Seller, Buyer hereby grants Seller a security interest in all inventory of goods purchased by Buyer from Seller, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer acknowledges that the security interest granted under this Section is a purchase-money security interest under New York law. Seller may file a financing statement for such security interest and Buyer shall execute such statements or other documentation necessary to perfect Seller's security interest in such Goods. Buyer also authorizes Seller to execute, on Buyer's behalf, such statements or other documentation necessary to perfect Seller's security interest in such Goods. Seller shall be entitled to all applicable rights and remedies of a secured party under applicable law.

9. Tooling. All tooling used to manufacture the Goods is owned by Seller ("Seller Tooling"). Buyer has no right, title, or interest in or to any of the Seller Tooling.

10. Termination. In addition to any remedies that may be provided under the Agreement, Seller may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment ("Payment Failure"); (b) has not otherwise performed or complied with any of the terms or conditions of the Agreement (other than a Payment Failure, in whole or in part, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding twenty (20) days) after Buyer's receipt of written

Notice of such breach; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

11. Effect of Expiration or Termination. Upon the expiration or earlier termination of the Agreement, all indebtedness of Buyer to Seller of any kind, shall become immediately due and payable to Seller, without further notice to Buyer. Any Notice of termination under the Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by Seller. With respect to any Goods that are still in transit upon termination of the Agreement, Seller may require, in its sole discretion, that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis.

12. Certain Prohibited Acts. Notwithstanding anything to the contrary in the Agreement, neither Buyer nor any Buyer's agents, employees, contractors, or subcontractors ("Personnel") shall make any representations, warranties, guarantees, indemnities, similar claims, or other commitments: (a) actually, apparently, or ostensibly on behalf of Seller, or (b) to any customer or other individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity (collectively, "Person") with respect to the Goods, which are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in the Agreement or any written documentation provided by Seller.

13. Compliance with Laws. Buyer shall at all times comply with any statute, law, ordinance, regulation, or other requirement or rule of law of any governmental authority applicable to the Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Goods.

14. Limited Product Warranty. Seller warrants to Buyer (the "Product Warranty") that for a period of twelve (12) months from the date of shipment of the Goods ("Warranty Period"), such Goods will materially conform to Seller's published specifications regarding the Goods or any other written specifications regarding the Goods provided by Seller to Buyer (collectively, the "Specifications") and will be free from materials defects in material and workmanship. The Product Warranty does not apply to any Good that: (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) has been reconstructed, repaired, or altered by Persons other than Seller or its authorized representative; or (c) has been used with any third-party products or product that has not been previously approved in writing by Seller. Buyer acknowledges that the Goods purchased by Buyer under the Agreement may contain products manufactured by a third party. Such third-party products are not covered by the Product Warranty.

15. Buyer's Exclusive Remedy for Defective Goods. Notwithstanding any other provision of the Agreement (except for Section 16), this Section 15 contains Buyer's exclusive remedy for any goods shipped to Buyer that do not conform to the Product Warranty under Section 14 (the "Defective Goods"). Buyer's remedy under this Section 15 is conditioned upon Buyer's compliance with its obligations under Section 15(a)-(b) below. During the Warranty Period, with respect to any allegedly Defective Goods: (a) Buyer shall notify Seller, in writing, of any alleged claim or defect within thirty (30) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period); (b) Buyer shall ship, at its expense and risk of loss, such allegedly Defective Goods to Seller's facility for inspection and testing by Seller; (c) if Seller's inspection and testing reveal, to Seller's reasonable satisfaction, that such Goods are Defective and any such defect has not been caused or contributed to by any of the factors described under Section 14(a)-(c) above, Seller shall, in its sole discretion and at its expense, repair or replace such Defective Goods; and (d) Seller shall ship to Buyer, at Seller's expense and risk of loss, the repaired or replaced Goods to a location designated by Buyer.

Buyer has no right to return for repair, replacement, credit, or refund any Good except as set forth in this Section 15 (or if otherwise applicable, Section 5 or Section 16). In no event shall Buyer reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party. SUBJECT TO SECTION 16, THIS SECTION 15 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN SECTION 14.

16. Withdrawal of Goods. If Seller determines that any Goods sold to Buyer may be Defective, at Seller's request, Buyer shall withdraw all similar Goods from sale and, at Seller's option, either return such Goods to Seller (pursuant to the terms of Section 15(b)) or destroy the Goods and provide Seller with written certification of such destruction. Notwithstanding the limitations of Section 15, if Buyer returns all withdrawn Goods or destroys all withdrawn Goods and provides Seller with written certification of such destruction within ten (10) days following Seller's withdrawal request, in either case, consistent with

Seller's instructions, unless any such defect has not been caused or contributed to by any of the factors described under Section 14(a)-(c), Seller shall (a) repair or replace all such returned Goods, or (b) replace such destroyed Goods, in either case, pursuant to the terms of Section 15(d). THIS SECTION SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION.

17. Limited Right of Return. Except as provided under Section 5, Section 15, and Section 16, Buyer has no right to return Goods shipped to Buyer.

18. Indemnification. Each party (as "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers, awarded against Indemnified Party in a final non-appealable judgment (collectively, "Losses"), relating to any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, "Claim"), alleging: (a) a material breach or non-fulfillment of any representation, warranty, or covenant under the Agreement by Indemnifying Party or Indemnifying Party's Personnel; or (b) any grossly negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of the Agreement. Notwithstanding the foregoing, this Section 18 does not apply to any Claim for which a sole or exclusive remedy is provided for under another section of these the agreement, including Section 5, Section 15, and Section 16.

Notwithstanding anything to the contrary in the Agreement, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's: (a) negligence or more culpable act or omission (including recklessness or willful misconduct; or (b) use of the Goods in any manner not otherwise authorized under the Agreement or that does not materially conform with any usage instructions provided by Seller.

THIS SECTION 18 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 18.

19. Limitation of Liability. EXCEPT FOR LIABILITY FOR INDEMNIFICATION, IN NO EVENT SHALL SELLER OR ITS REPRESENTATIVES 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 THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER 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.

20. Relationship of the Parties. The relationship between Seller and Buyer is solely that of vendor and vendee, and they are independent contracting parties. Nothing in the Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

21. Survival. Provisions of the Agreement which by their nature should apply beyond the term will remain in force after any termination or expiration of the Agreement.

22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on Seller's sales order confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
24. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
25. Waiver. No waiver under the Agreement is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the Agreement: (a) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under the Agreement; or (b) any act, omission, or course of dealing between the parties.
26. Cumulative Remedies. All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Notwithstanding the previous sentence, the parties intend that Buyer's rights under Section 5, Section 15, Section 16, and each of the parties' rights under Section 18 are such Party's exclusive remedies for the events specified therein.
27. Assignment. Buyer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any Person acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under the Agreement.
28. Successors and Assigns. The Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
29. No Third-Party Beneficiaries. Except as otherwise set forth in Section 18, the Agreement benefits solely the parties to the Agreement and their respective permitted successors and permitted assigns, and nothing in the Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.
30. Governing Law; Jurisdiction. The Agreement, including the Terms, and all matters arising out of or relating to these Terms and the Agreement, are governed by and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof. Each party irrevocably and unconditionally agrees that it shall not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to the Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than federal or state courts having jurisdiction located in Monroe County, New York.
31. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Buyer to make payments to Seller), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party.