

TERMS & CONDITIONS

The terms and conditions of this instrument represent the entire agreement between Seller and Buyer with respects to the merchandise described on the face of this document and sold to the Buyer hereunder and no modification of this agreement shall be affected by the acceptance or acknowledgement of the Buyer's purchase order or other writing containing inconsistent or contrary terms or conditions. Seller's obligation to sell is expressly made conditional on assent to the terms and conditions contained herein. Unless Buyer notifies Seller to the contrary in writing as soon as practice all after receipt of this document by Buyer, the Buyer's acceptance of the merchandise or payment therefor shall constitute Buyers' assent to the conditions contained herein

CUSTOM ORDERS:

Shipments within the following quantities over or under the quantity ordered shall constitute a fulfillment of Buyer's order:

QUANTITY ORDERED	OVER OR UNDER
1-49,999	20%
50M-99,999	15%
100M-OVER	10%

Buyer is liable for any partial cartons. Buyer's order cannot be canceled except upon a basis which will insure Seller against loss and upon Sellers accepting such cancellation in writing.

If, in Seller's opinion, Buyer's credit responsibility becomes impaired, the credit terms provided (see terms below) may be altered or terminated by Seller, and further deliveries suspended except on receipt of cash or satisfactory security.

Seller's liability for products purchased shall cease upon delivery thereof, in good condition to a common carrier at shipping point. Such delivery shall continue delivery to Buyer, the common carrier acting as Buyer's as Buyer's agent.

No shipment shall be returned, and no claims shall be allowed, or credit given for merchandise returned without Seller's written returned authorizations. No claim shall be made or allowed later than 30 days (30 day) from the date of Seller's receipt of notice of rejection by Buyer.

IN addition to the prices specified, Buyer shall pay or reimburse Seller for the amount of any tax, excise or charge, now or hereafter imposed by Federal, State, or Municipal Government, upon the manufacturers, sale, delivery, use or other handling of products sold.

Seller shall not be liable because of late deliveries or non-delivers due to fires, floods, wars, demands or request of government authority, national defense, civil commotion, strike, labor trouble or shortage, inability to procure raw material, breakdown of machinery, failure in the production, inability secure transportation facilities or equipment in ability obtain fuel and power for production, act of God, or for any other cause beyond Seller's reasonable control interfering with production, delivery, transportation or acceptance of its goods. Quantities so affected may be eliminated without liability, but the order shall otherwise remain unaffected. If by reason of any such cause provided for herein Seller's supply of material specified in Buyer's order shall be limited, Seller shall have the right to allocate its available supply over its manufacturing requirements and the requirements of any or all purchases, without liability for any failure of performance which may result therefrom.

No representation of warranties, except such as may be specifically set forth by Seller in writing herein, are made by Seller in connection with the merchandise sold. The merchandise is covered by the implied Warranty of Merchantability, HOWEVER SELLER MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY RESPECTING THE MERCHANDISE SOLD HEREUNDER, in no case shall Seller be responsible for the original condition of quality of material processed but not produced by Seller, no for the suitability of the material sold for the particular sue which Buyer may make of the material, whether used singly or in combination with other materials, nor for the los of damage resulting from the inherent characteristics of the material, or combination thereof processed and sold hereunder. In no event shall Seller be liable for incidental or consequential damages, and Buyer's remedy shall be limited to return of the merchandise and repayment of the price or at Seller's option, repair or replacement of non-conforming merchandise.

Seller assumes no responsibility that any merchandise will confirm to any state or federal law regulating labeling or will not infringe any trademark, copyright, or paten. Buyer shall hold Seller harmless against any expense or los s resulting from infringement of patents, trademarks or copyrights arising from compliance with Buyer's design or specification and or institution

The giving of or failure to give advice or commendation of any character by Seller shall not impose any liability upon Sellers.

Buyer orders is not assignable or transferable by Buyer, in whole or in part, except with written consent of Seller.