

Standard Terms and Conditions of Purchase

1. GOODS. _____ ("Seller") agrees to provide to Allied Plastics, Inc. ("API") the goods (the "Goods") as set forth on each applicable purchase order issued on or after the date hereof and in accordance with these Standard Terms and Conditions of Purchase ("Agreement"). Upon acceptance of a purchase order or the shipment of Goods, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs the purchase order, unless Seller objects to such terms in writing prior to shipping the Goods.

This Agreement may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized representative of each of API and the Seller. Any additional or different term or condition on Seller's acknowledgment form, or otherwise communicated by Seller in accepting this order, shall be deemed to be a material alteration of such order and is hereby objected to by API and shall be of no force or effect between Seller and API. API hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods. API shall not be subject to any charges or other fees as a result of such cancellation, or any restocking fees or charges for excess inventories or materials built or purchased by Seller unless approved in writing by an authorized API representative.

2. DELIVERY. Delivery of Goods shall be made pursuant to the applicable purchase order. In the event Seller fails to deliver the Goods within the time specified, API may, at its option, decline to accept the Goods and terminate the purchase order, and/or chargeback the Seller for costs of any kind incurred buy API resulting from late delivery by Seller, to include chargebacks to API by API's Customer for late delivery to them that is a direct result of Seller's non-conformance to API's purchase order. Seller shall package all items in suitable containers to permit safe transportation and handling. The API purchase order number shall appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. RISK OF LOSS. Title to the Goods shall pass to API in accordance with the shipping terms specified on the face of the purchase order. In the event shipping instructions are not provided, the applicable shipping terms shall be prepaid.

4. PAYMENT. Seller shall invoice API for all Goods delivered within seven (7) days of delivery of the Goods and such invoice must reference the applicable purchase order. API reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, API shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice. Payment shall not constitute acceptance of the Goods.

5. WARRANTIES. Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller further warrants that all Goods delivered will be free from defects in materials and workmanship and shall conform to all applicable specifications set forth in the purchase order for a period of fifteen (15) months from the date of delivery to API or the period provided in Seller's standard warranty covering the Goods, whichever is longer. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. If API identifies a warranty problem with the Goods during the warranty period, API will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Seller shall, at the option of API, either repair or replace such Goods, or credit the account of API for the full amount of the Goods returned. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6 INSPECTION. API shall have a reasonable time after receipt of Goods and before payment to inspect them for conformity hereto, and Goods received by API shall not be deemed accepted until API has run an adequate test to determine whether the Goods conform to the specifications set forth in the purchase order. If goods tendered do not wholly conform to the specifications provisions hereof, API shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon delivery by API to the common carrier. API reserves the right to chargeback the Seller for costs of any kind that are incurred as the result of Seller delivering goods that do not conform to the purchase order specifications.

7. INDEPENDENT CONTRACTOR. Seller is an independent contractor for all purposes, without express or implied authority to bind API by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of API and are not entitled to or eligible for any employee benefits of API, including but not limited to, any type of insurance.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement.

9. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as may be required by law or as is the common practice in the Seller's trade or businesses. Upon request, Seller shall provide API with certificates of insurance or evidence of coverage before commencing performance under this Agreement.

10. INDEMNITY. Seller shall indemnify, hold harmless and, at API's request, defend API, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods provided under this Agreement, including, without limitation, any claim by a third party against API alleging that the Goods, or any other products or processes provided under this Agreement, infringe upon a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes.

11. CONFIDENTIALITY. Seller will acquire knowledge of current confidential information of API in connection with its performance hereunder and agrees to hold such information in confidence during and following termination or expiration of this Agreement. Seller agrees to limit its internal distribution of the confidential information of API to Seller's Assistants who have a need to know, and further agrees not to use such information, except in the course of performing its obligations under any applicable purchase order hereunder and will not use such information for its own benefit or for the benefit of any third party.

12. TERMINATION. API may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, API shall pay Seller for those conforming Goods delivered to API through the date of termination, less appropriate set-offs and may terminate this Agreement for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to provide Goods under this Agreement on the date of termination specified in such notice.

13. FORCE MAJEURE. API shall not be liable for any failure to perform, including failure to take delivery of the Goods, resulting from circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action and accident. In the event API is so excused, either party may terminate the Agreement and API shall at its expense and risk, return any Goods received to the place of shipment.

14. SEVERABILITY. If any provision of the Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. LIMITATION OF LIABILITY. IN NO EVENT SHALL API BE LIABLE TO SELLER OR SELLER'S ASSISTANTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT API WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16. ASSIGNMENT/WAIVER. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent API. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of API without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision of this Agreement.

17. GOVERNING LAW. This Agreement will be construed in accordance with, and disputes shall be governed by, the laws of the State of Wisconsin, excluding its conflict of law rules. Seller agrees that the Circuit Court of Kenosha County, Wisconsin shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.

18. ENTIRE AGREEMENT. This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any other document submitted by Seller.

Dated this ___ day of _____, 200_

Seller

Allied Plastics, Inc.

By: _____

By: _____

Title: _____

Title: _____