

**Allied Plastics LLC**  
**Terms and Conditions of Purchase**

- 1. Binding Effect; Notice.** These are the terms and conditions for the purchase of goods and any services related thereto (“Goods”) by Allied Plastics LLC (“Allied Plastics”) from the Seller identified in the signature block below (“Seller”). No additional terms, different terms, exclusions, or modifications shall be effective against Allied Plastics without the express written consent of an authorized officer of Allied Plastics. Any attempt by Seller to add, exclude, or modify these terms (including by way of submitting an order acknowledgement or any other document with standard purchase terms) shall be deemed to be material, is objected to, and shall have no effect. Any and all contracts between Allied Plastics and Seller shall be deemed to include these terms and conditions (all contracts collectively, including these terms and conditions, are the “Agreement”). Seller agrees to provide to Allied Plastics the Goods as set forth on each applicable purchase order issued on or after the date hereof and in accordance with this 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.
- 2. Delivery/Cancellation.** Delivery of Goods shall be made pursuant to the applicable purchase order. In the event Seller fails to deliver within the time specified, Allied Plastics 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 by Allied Plastics resulting from late delivery by Seller, to include chargebacks to Allied Plastics by Allied Plastics’ Customer for late delivery to them that is a direct result of Seller’s non-conformance to Allied Plastics’ purchase order. Seller shall package all items in suitable containers to permit safe transportation and handling. The Allied Plastics purchase order number shall appear on all shipping containers, packing sheets, delivery tickets and bills of lading. Allied Plastics hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods. Allied Plastics 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 Allied Plastics representative.
- 3. Risk Of Loss.** Title to the Goods shall pass to Allied Plastics 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 and title to Goods shall pass upon receipt by Allied Plastics.
- 4. Disclaimer of Liens.** Seller disclaims, waives, and agrees not to assert any lien (including statutory liens) or claims against the Goods, or any tooling or other items owned by Allied Plastics (“Allied Plastics’ Property”) in the possession of Seller, and Seller shall keep the Allied Plastics’ Property free of any liens, encumbrances, security interests or other claims (other than the rights of Allied Plastics thereto) and Seller shall defend and hold Allied Plastics harmless of any claims and legal proceedings by persons or entities other than Allied Plastics. Seller shall hold Allied Plastics harmless and indemnify Allied Plastics against any loss, liability, costs, expense (including attorneys’ fees) or damage of any kind incident to or resulting in any way from injury to any persons, including Sellers agents and employees, Seller’s Assistants (defined below), or damage to any property arising out of or in any way connected to (a) Seller’s possession or use of the Allied Plastics’ Property, including but not limited to transportation, storage, and handling of Allied Plastics’ Property; or (b) Seller’s failure to comply with any applicable laws or regulations, or with the terms and conditions of this Agreement.
- 5. Payment.** Seller shall invoice Allied Plastics for all Goods delivered within seven (7) days of delivery of the Goods and such invoice must reference the applicable purchase order. Allied Plastics reserves the right to return all incorrect invoices. Unless otherwise specified on the face

of a purchase order, Allied Plastics shall pay undisputed invoiced amounts within forty-five (45) days after receipt of a correct invoice. Payment shall not constitute acceptance of the Goods.

- 6. Inspection/Acceptance of Goods.** Allied Plastics shall have a reasonable time after receipt of Goods to inspect them for conformity to this Agreement and any purchase order, and Goods received by Allied Plastics shall not be deemed accepted until Allied Plastics has run adequate tests 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, Allied Plastics shall have the right to reject such Goods, accept such Goods, or accept any commercial unit or units and reject the rest. Allied Plastics shall also retain all rights to revoke its acceptance of Goods as allowed by law. Nonconforming Goods that are rejected will be returned to Seller freight collect and risk of loss will pass to Seller upon delivery by Allied Plastics to the common carrier. Allied Plastics 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. 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 Allied Plastics 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 Allied Plastics identifies a warranty problem with the Goods during the warranty period, Allied Plastics will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Seller shall, at the option of Allied Plastics, either repair or replace such Goods, or credit the account of Allied Plastics 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.
- 7. Independent Contractor/Insurance.** Seller is an independent contractor for all purposes, without express or implied authority to bind Allied Plastics by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Allied Plastics and are not entitled to or eligible for any employee benefits of Allied Plastics, including but not limited to, any type of 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 Allied Plastics with certificates of insurance or evidence of coverage before commencing performance under this Agreement
- 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. Indemnity.** Seller shall indemnify, hold harmless and, at Allied Plastics' request, defend Allied Plastics, 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 Allied Plastics 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.
- 10. Confidentiality.** Seller will acquire knowledge of current confidential information of Allied Plastics 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 Allied Plastics 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.

11. **Termination.** Allied Plastics 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, Allied Plastics shall pay Seller for those conforming Goods delivered to Allied Plastics through the date of termination, less appropriate setoffs 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.
12. **Force Majeure.** If Allied Plastics is prevented from or delayed in performing, including a failure to take delivery of Goods, by a force majeure event, it shall not be liable or responsible for its failure to timely perform but shall perform as soon as possible after the force majeure event ceases. Force majeure includes, but is not limited to, events beyond Allied Plastics' control that affect production or transportation, such as acts of God, acts of war (whether an actual declaration thereof is made or not), acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmissions or product transportation, materials shortages, delays or sudden severe increases in materials prices (including, but not limited to a force majeure event declared by another Allied Plastics supplier or customer) or other costs, accident, fire, water damage, flood, earthquake, windstorm, pandemic, government closure order, other natural disasters or catastrophes, and compliance by Allied Plastics with any order, action, direction or request of any governmental officer, department, agency, authority, or committee thereof.
13. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL ALLIED PLASTICS BE RESPONSIBLE FOR OR LIABLE TO SELLER OR SELLER'S ASSISTANTS OR ANY THIRD PARTY FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, COVER OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, OR OTHERWISE, REGARDLESS OF WHETHER ALLIED PLASTICS HAS OR HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES. Allied Plastics' sole liability for breach of contract, strict liability, product liability, recall liability, negligence or any other cause or theory is limited to, at Allied Plastics' option, payment for receipt of conforming Goods actually received in compliance with this Agreement.
14. **Governing Laws.** The Agreement shall be interpreted under the laws of the State of Wisconsin without regard to or application of Wisconsin's conflict of laws principles. Seller consents to the jurisdiction and venue of state and federal courts in or for Kenosha County, Wisconsin to resolve any dispute between the parties; provided, however, that Allied Plastics may institute an action for relief in a different venue with appropriate jurisdiction at its election.
15. **Miscellaneous.** The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Seller without Allied Plastics' express written consent. Nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Seller's noncompliance with these terms must be in writing to be effective and shall not be binding on Allied Plastics with respect to any continuing or subsequent noncompliance. To the extent necessary to preserve Allied Plastics' rights, all terms of the Agreement shall survive acceptance of and payment for Goods sold, as well as cancellation, termination or expiration of the Agreement. There shall be no third-party beneficiaries of the Agreement. Section headings are inserted for

convenience and do not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by authorized representatives of both parties. Allied Plastics shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of Allied Plastics. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions.