

Verpa Film, LP

TERMS & CONDITIONS OF SALE

I. General

1. These Terms & Conditions of Sale shall govern all sales of Verpa Film, LP (hereafter, the "Seller") to the buyer (hereafter, the "Buyer"), subject to any express written agreement made by the parties.
2. All of Seller's quotations, order confirmations and shipments are exclusively subject to these terms. Buyer's assent to these terms and conditions shall be conclusively presumed from his failure reasonably to object in writing and from his acceptance of all or any part of the material ordered.
3. Deviations from these terms contained in any terms and conditions or purchase conditions of the Buyer, including order forms or confirmations, are herewith objected to.

II. Contract Information

1. Seller's quotations are without obligation. All prices, whether herein named or heretofore quoted or proposed, will be adjusted to the Seller's price in effect at the time of shipment.
2. Contractual arrangements between the Buyer and Seller will be recognized only upon Seller's written confirmation. Orders received by a salesperson, distributors or other representatives on behalf of Seller must be confirmed in writing by the Seller.
3. Changes of or additions to any orders or agreements require the written acknowledgement of the Seller in order to be effective. Unless otherwise agreed to, the Buyer will be charged with any additional costs.

III. Delivery Time

1. Any indicated delivery terms are to be understood as approximate. No items will be prepared for delivery until Seller has a complete understanding as to all elements of the order and upon receipt of all details necessary to execute the order.
2. The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, earthquakes, earth movements, accidents, strikes, labor unrest, delays in transportation, shortage or interruption of transportation, fuel, electricity, labor or materials, or any circumstance or cause beyond the control of Seller in the reasonable conduct of its business.
3. No damage claims of any kind can be made for delays in delivery of the order, unless Seller is at fault. Seller shall not be liable for any consequential or incidental damages resulting from a delay in delivery.

IV. Passing of Title, Shipment and Freight

Shipments shall be made FOB Seller's manufacturing facility unless other agreements are made in advance in writing. Any charges for delivery are at the expense of the Buyer. Shipping is at the risk of the Buyer. Freight insurance is provided only if arranged by the Buyer at his expense.

Insurance is taken only on specific request of the Buyer. Risk of loss or damage to or destruction of the merchandise from and after its shipment shall be with the Buyer.

V. Terms of Payment

1. Seller's invoice amount is due 30 days from receipt of invoice.
2. Payments not received on time shall bear interest at 1.0% per month.
3. All invoice amounts shall be payable regardless of and without any setoff or counterclaim.
4. Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount hereof to the Seller upon demand.

VI. Solvency

Buyer hereby represents that it is solvent and that on each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by the Buyer to the Seller at or before delivery of the goods.

VII. Delivery, Risk of Loss

Where Buyer is required to inspect the merchandise prior to delivery or to give shipping instructions but fails to do so on a timely basis, Seller may hold the merchandise until Buyer inspects or furnishes the necessary instructions or may treat such failure as a breach. Any unpaid portion of the purchase price shall be payable upon invoicing to Buyer. Seller shall be entitled to charge Buyer for all handling, storage and other costs incurred by Seller as a result of such failure.

VIII. Security Interest

Seller reserves a purchase money security interest in merchandise sold hereunder equal to the price. Said interest shall be released on receipt of payment in full. Upon request, Buyer agrees to sign and give UCC forms to Seller for filing. Buyer's refusal to deliver a duly signed UCC authorizes Seller to sign and record this document and a UCC form as attorney-in-fact for Buyer to perfect said security interest of Seller.

IX. Limited Warranty

Seller warrants that its goods and services delivered hereunder are free from any defect and meet all agreed upon specifications for a period of six months from the date of delivery. This limited warranty is Seller's sole warranty, and any other warranties, including any Warranty of Merchantability and Warranty of Fitness for a Particular Purpose, are hereby excluded.

X. Claims, Buyer's Remedies

1. If, upon receipt of Seller's merchandise, it appears that the merchandise does not conform to the agreement between Buyer and Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the matter. No material shall be returned without Seller's consent.
2. Claims are to be brought in writing to the attention of the Seller within seven days of receipt of the merchandise; concealed defects are to be brought to the attention of the Seller within three days of discovery, but no later than six months after delivery of the merchandise. Defects pertaining to part of the shipment cannot be extended to the entire shipment.
3. No claim shall arise if the Buyer has processed or sold the merchandise further after the defect was or could have been discovered.
4. Except as expressly agreed by Seller in writing, customary deviations from quality, measurements and quantities shall not form a basis for a claim. Deviations in color tone, the positioning or the imprinting as well as the quality of the material itself shall not constitute a quality defect and shall not permit the Buyer to reject the goods delivered. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular practices concerning: dimension, weight, straightness, composition and mechanical properties: normal variations in surface, internal conditions and quality; deviations from inspection methods: and regular practices concerning over and under shipments such as waste of up to 3% in case of printed and ready-made goods, tolerances of +/- 10% in material strength for polyethylene as well as 3% for bag length and width as well as lay-flat width, quantities below 10% or exceeding 10% of the order quantity.
5. Seller's goods are described according to industry standards. Instruction as to processing, advice and recommendations are given according to the best of Seller's knowledge.
6. In the case of a valid warranty claim as stated herein, the Seller shall replace such nonconforming material at the original point of delivery and shall furnish to Buyer instructions for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account. This is Buyer's exclusive and sole remedy in respect of any furnished material that does not conform to the agreement.

XI. Other Claims

In no event shall either party be held liable to the other party for any consequential, incidental, punitive or other special damages resulting from the transactions contemplated herein.

XII. Proprietary Rights

1. Any production of preliminary designs, matrixes, engraving, lithographs, tools, printing plates, etc. will be invoiced to the Buyer, even if after their production they cannot be used to produce the order. Unless otherwise agreed upon, such items remain the exclusive property of Seller and shall not be subject to any claims of right or ownership by Buyer or third parties.
2. Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on the account of the alleged infringement of any patent, intellectual property right, or trademark, copyright of any material, designs or specifications furnished or designated by the Buyer, provided that prompt written notice is given to the Buyer of the bringing of the suit that an opportunity be given to the Buyer to settle or defend it as the Buyer may see fit and that every reasonable assistance in settling or defending shall be rendered by the Seller. The Seller shall not in any event be liable to the Buyer for special, indirect incidental or consequential damages arising out of or resulting from any alleged infringement.
3. Proofs are to be examined by the Buyer with respect to type face, spellings, placement and design and are to be returned to Seller when corrected.
4. Seller shall not be liable for any mistakes overlooked by the Buyer. Corrections transmitted over the phone must be confirmed in writing.

5. Any manuscripts, originals, printing plates, printing media, printed matters, drawings, slides, etc. which belong to a third party, shall be held by Seller only at the risk of the Buyer. Buyer shall be responsible for insurance coverage on these items.

XIII. Nonwaiver by Seller

Waiver by the Seller of breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

XIV. Governing Law

The laws of the State of Georgia shall govern the contract and its performance, including the construction of these terms.

XV. Arbitration

All controversies or claims arising out of or relating to the merchandise or the contract between Seller and Buyer shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration proceedings shall be held in Atlanta, Georgia, and conducted by one arbitrator in accordance with the AAA's applicable rules. The award shall be final, and judgment thereon may be entered in any court, state or federal, having jurisdiction. If enforcement proceedings are necessary, the party prevailing in such proceedings shall be entitled to reimbursement for all reasonable fees and costs.

XVI. Severability

Should any provision of these terms be finally determined by a court or other competent authority to be no enforceable or prohibited in any state or other jurisdiction, then such provision shall, as to such provision and such jurisdiction only, be deemed severed to the extent of such no enforceability or prohibition. Subject to such severance, all remaining provision of these terms and the contract shall continue in full force and effect.

January 2017