



**STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR SERVICES
TO STOROPACK, INC. ("Buyer")
EFFECTIVE AS OF (AND AS AMENDED THROUGH) September 22, 2016**

1. **ACCEPTANCE:** Acceptance of an order by Seller constitutes a complete and binding contract governed by the terms and conditions set forth herein and by the laws of the State of Ohio. Buyer is not bound by any provisions in Seller's confirmation or other document, if any, which may impose any term or condition in addition to or at variance with the terms and conditions herein. Buyer's failure to object to provisions contained in such confirmation or other document, if any, shall not be deemed to be a waiver of the terms and conditions herein which shall constitute the entire contract between the parties.
2. **PAYMENT AND DELIVERY:** Payment and delivery terms shall be specified on Buyer's purchase order. Shipment or tender of delivery prior to receipt of written cancellation shall constitute good delivery. Charges for freight shall include freight, handling and other related costs and fees.
3. **TAXES:** Taxes attributable to the sale shall be paid by Buyer.
4. **INSURANCE:** Seller shall at all times comply with Buyer's insurance requirements.
5. **CONTINGENCIES AND CLAIMS:** Seller shall not be liable for any embargo, act of governmental authority, labor trouble, accident, riot, casualty, Act of God, fire, flood, war, disease or other condition or cause of like or unlike non-monetary nature beyond the control of Seller to the extent the same interferes with or affects any goods and/or services sold or the production, supply or transportation thereof. In any such event, Seller may, with notice to Buyer, postpone the delivery dates under this contract for a time, which is reasonable under all the circumstances or, with Buyer's approval, make partial delivery or cancel all or any portion of this contract with Buyer. Buyer must accept delivery of the goods regardless of any claim, but such acceptance shall be without prejudice to any claim (whether contractual, or otherwise). However, no claim may be asserted unless made by Buyer to Seller within sixty (60) days after any defect in the goods or in Seller's performance becomes or should become apparent. Pricing and/or quantity discrepancies may be reported to Seller within ten (10) business days within receipt of goods. Short payments may be noted with remittance at the time of payment.
6. **ENTIRE CONTRACT:** This document contains all of the terms and conditions of the contract between Seller and Buyer with respect to all goods and/or services sold and said contract cannot be altered or modified except in writing signed by Buyer, with Buyer reserving all of its rights and remedies. These terms and conditions are established, and may be amended from time-to-time, solely by Buyer. To the extent permitted by applicable law, Seller shall be responsible for all expenses (including legal and collection fees) incurred by Buyer in enforcing this contract. This contract shall be governed by Ohio law and any state court sitting in Butler or Hamilton County, Ohio shall have exclusive jurisdiction over any matter relating to this contract. In the event any provision contained in this document should be judged to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected thereby. Also, Seller waives all rights as to a jury trial. Pricing and other standard terms of this contract are confidential and, unless required by court order, shall not be disclosed by Seller to any third party (Seller to give prompt notice to Buyer of any court order).