

Plastic Solutions, Inc. Terms and Conditions of Sale

1. EXPIRATION OF QUOTATION Any quotation by Plastic Solutions, Inc. will be held open for acceptance for a period of 30 days from the date of the quotation; however, Plastic Solutions, Inc. reserves the right to correct clerical and typographical errors, including price and quantity numbers, within 15 days after acceptance of an order based on the quotation.

2. ACCEPTANCE This order is subject to the following terms and conditions. Terms stated by Buyer in any other communication, prior or subsequent hereto, shall NOT be binding on Plastic Solutions, Inc. if different from or in addition to any of the provisions hereof or the quotation, unless expressly agreed to in writing at its home office in Charlton, MA. Acceptance by Buyer of this order, orally or in writing, or of any goods provided hereunder or payment therefore, shall constitute acceptance of these terms and conditions. No modification of any of the terms contained herein shall be effective unless in writing and signed by an authorized representative of Plastic Solutions, Inc.

3. RELIANCE UPON BUYER'S INFORMATION In the preparation of the quotation and the goods, Plastic Solutions, Inc. has relied on information supplied by Buyer. In the event such information is inaccurate, Plastic Solutions, Inc. shall not be liable for any claim resulting from such inaccurate information, including negligence, strict or product liability, or breach of warranty or contract, with respect to the goods, the performance or breach of this contract, or any defects of design, suitability, fitness, performance, material, or workmanship.

4. SHIPMENT AND RISK OF LOSS Buyer shall take delivery of the goods F.O.B. Plastic Solutions, Inc.'s facility at 35 Trolley Crossing #4 Charlton, MA 01507 or at quoted Vendor's address, unless otherwise agreed in writing. Method and route of shipment are at Plastic Solutions' discretion, unless Buyer supplies instructions otherwise. All expenses and risks of loss or any damages incurred in the transportation of the goods, including any risks of loss in loading or unloading, shall be borne solely by Buyer, unless otherwise specified. All claims for loss, damage, or delay against the carrier must be made by Buyer. Buyer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire agreement.

5. REJECTION OF NON-CONFORMING GOODS Buyer must notify Plastic Solutions, Inc. of any rejection of goods as non-conforming within 7 days after delivery at the place of destination by Buyer and confirm such rejection in writing. The notification shall identify each alleged non-conformity of the goods and describe that portion of the shipment being rejected. If Buyer shall fail to give such notice or if Buyer uses the goods in any manner inconsistent with the rights of Plastic Solutions, Inc., the goods shall be deemed to conform to the terms hereof in all respects and Buyer shall be bound to accept and pay for the goods in accordance with these terms.

6. INSTALLATION All goods sold hereunder shall be installed by Buyer at Buyer's expense, unless otherwise agreed to in writing.

7. TAXES Unless otherwise specified in this quotation, all sales, use, excise and other taxes applicable to any item of property covered by this quotation or imposed upon this transaction whether by local, state or federal government within or without the United States, shall be borne by the Buyer and paid directly to the governmental agency levying such taxes as required by law.

8. PAYMENT Payment is due and payable in US funds on a 50% DOWN/NET 30 DAYS basis from date of Purchase Order unless otherwise agreed in writing. All payments not made by the due date shall bear interest at a rate of 1.5+ % per month. If Buyer fails to fulfill the terms of payment, or Plastic Solutions, Inc. has any doubt at any time as to Buyer's financial responsibility, Plastic Solutions, Inc. may, at its option and sole discretion: (a) decline to make further deliveries except upon receipt of cash or other satisfactory security; (b) exercise any other right reserved in this agreement; and/or (c) terminate the entire agreement. Buyer shall reimburse Plastic Solutions, Inc. for any costs of collection incurred in collecting any past due sums, including attorneys' fees. To secure Buyer's obligation to pay Plastic Solutions, Inc. the purchase price of the goods, Buyer grants to Plastic Solutions, Inc. a security interest in the goods and any proceeds thereof, with full rights as a secured party under the Uniform Commercial Code, and Buyer appoints Plastic Solutions, Inc. as its attorney in fact to sign any financing statements evidencing such security interest on behalf of Buyer.

9. DELAYS AND DAMAGES Plastic Solutions, Inc. shall attempt to make deliveries in accordance with its quotation or production order, but if for any reason Plastic Solutions, Inc. fails to make such deliveries or to make them within the time stated, or cancels any order, Plastic Solutions, Inc. shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancellation or for loss of use or loss of profits, or for any other consequential, incidental or special damages on account of delay in delivery. Any delay in shipment requested by Buyer shall be subject to written approval by Plastic Solutions, Inc., and if approval is granted, Buyer agrees to pay for Plastic Solutions, Inc.'s storage of the shipment and to bear the risk of loss for such delayed shipments. If Buyer does not take delivery of the goods when tendered, then the shipment shall be deemed delivered, payment shall be due, and storage charges shall begin to accrue.

10. CANCELLATION OR MODIFICATION Any order accepted by Plastic Solutions, Inc. may be canceled or modified by Buyer only upon the written approval of Plastic Solutions, Inc. Buyer shall reimburse Plastic Solutions, Inc. for all expenses incurred by Plastic Solutions, Inc. in connection with such order, including without limitation for engineering, drawings, and materials.

11. SOFTWARE LICENSE The goods contain proprietary software which is exclusively owned by Plastic Solutions, Inc. and which is controlled by Plastic Solutions, Inc. at all times. So long as Buyer remains current in all amounts due to Plastic Solutions, Inc. and is complying with all remaining terms of this agreement, Plastic Solutions, Inc. grants Buyer a limited, personal, nonexclusive, non-assignable license to use Plastic Solutions, Inc.'s software only for its own internal business purposes. Buyer shall not attempt nor allow any third party to translate, reverse engineer, decompile, update or modify any or all of Plastic Solutions, Inc.'s software. This license is immediately terminable in Plastic Solutions, Inc.'s sole discretion. Termination of the software license by Plastic Solutions, Inc. shall render the goods inoperable to Buyer.

LIMITED WARRANTY AND LIMITATION OF REMEDY AND DAMAGES Warranties through original manufacturer only.

12. LIMITATION OF LIABILITY Plastic Solutions, Inc.'s liability on any claim of any kind, including negligence, strict or product liability, proprietary rights infringement, or breach of warranty or contract, for any loss or damage arising out of or connected with this contract, or the performance or breach thereof, or the manufacture, sale or use of the goods furnished hereunder shall in no case exceed the price allocable to such goods which gives rise to the claim, and shall not include any liability for any consequential, incidental or special damages.

13. RELIANCE UPON BUYER'S INFORMATION In the preparation of the quotation and the goods, Plastic Solutions, Inc. has relied on information supplied by Buyer. In the event such information is inaccurate, Plastic Solutions, Inc. shall not be liable for any claim resulting from such inaccurate information, including negligence, strict or product liability, or breach of warranty or contract, with respect to the goods, the performance or breach of this contract, or any defects of design, material or workmanship.

14. INDEMNIFICATION Buyer shall defend, indemnify and hold harmless Plastic Solutions and its agents from any claims, damages or expenses including attorneys' fees, arising or alleged to arise from any asserted deficiencies or defects in the goods caused by any alteration thereof with or without Plastic Solutions, Inc.'s consent made by Buyer, the improper handling, storage or installation by Buyer, or any action taken by Buyer which voids the ASME certification.

15. NON-PERFORMANCE Neither party shall be liable to the other for failure to perform its obligation in whole or in part when performance is prevented by flood, drought, fire or any other casualty, war, riot, insurrection, acts of God, restrictions or interference by any government or governmental agency, strike, labor action, or any similar cause beyond the control of the party failing to perform, for the period during which such cause of failure exists.

16. LAWS AND REGULATIONS Plastic Solutions, Inc. does not warrant, guarantee, or assume any responsibility that any machinery or equipment sold under this quotation shall comply with any local, state, or federal laws, rules or regulations.

17. CHOICE OF LAW AND FORUM This contract shall be governed by the laws of the State of Massachusetts, notwithstanding any state's choice of law rules to the contrary. Buyer consents and agrees that any action brought to enforce this contract, or for any breach hereof, or for any defect or deficiency of the goods to be delivered hereunder, whether on warranty, contract, negligence, or strict products liability, shall be brought solely in a state or federal court sitting in the State of Massachusetts, and Buyer consents and submits to the jurisdiction of such court.

18. LIMITATION PERIOD FOR BRINGING ACTION No action may be commenced to enforce this contract or for any breach hereof, or for any defect or deficiency of the goods to be delivered hereunder, whether on warranty, contract, negligence, or strict products liability, unless such action is brought within 12 months after accrual of such cause of action.

19. SAFETY DEVICES Except as otherwise agreed to Plastic Solutions, Inc. in writing, Plastic Solutions, Inc. shall not be required to furnish or be responsible for any safety device required under any local, state or federal regulations except those which may be provided for in the specifications hereto attached. Buyer agrees that Plastic Solutions, Inc. need not under this quotation, supply or install any safety devices whether specified by law or otherwise, except as provided herein.

20. DRAWINGS Plastic Solutions, Inc. shall not supply detailed or component shop working drawings of its machinery hereunder. Foundation plans are only those general drawings necessary for installation or erection which will be furnished by Plastic Solutions, Inc.

21. ADDITIONAL TERMS AND CONDITIONS May be required by vendors of Plastic Solutions, Inc. Purchase of any quoted equipment or materials constitutes acceptance by buyer of any and all conditions set forth by vendors of Plastic Solutions, Inc.