

TERMS AND CONDITIONS

- 1. Parties.** BROWN PAPER COMPANY, INC. will be referred to as "Seller" and the person or company purchasing as indicated on the front hereof, will be referred to as "Buyer".
- 2. Price Adjustments.** The prices stated on the front hereof are current as of the date indicated. Except, said prices do not include any sales, use, or other taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which Seller is required to collect them from Buyer, provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay such to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller directly to such taxing authority.
- 3. Place of Payment.** Buyer hereby agrees that all amounts due for goods and services purchased from Seller are payable at the location specified by Seller.
- 4. Form of Payment.** The parties hereby acknowledge that the goods and/or services purchased from Seller are not payable in installments, but are payable in full as stated herein.
- 5. Service Charge.** Buyer hereby agrees to pay service charges on accounts over sixty (60) days old. These service charges will accrue at the rate of one and one-half (1.5%) percent per month (eighteen percent per annum for the maximum allowed by law).
- 6. Collection Costs.** Buyer agrees to pay, in the event its account becomes delinquent and is turned over to any collection agency or attorney for collection, collection fees and/or attorney fees not exceeding thirty (30%) percent plus court costs, servicing costs and/or any other miscellaneous expenses incurred as a result of Buyer's failure to pay.
- 7. Warranty and Limitations of Liability.** Seller warrants to Buyer and to Buyer alone, that its products will be free from defects in material and workmanship, under normal and proper use or accordance with instructions of Seller, for a period of one (1) year from the date of delivery to Buyer. Seller's liability under such warranty or in connection with any other claim relating to the products shall be limited to, at Seller's option, the replacement of any productions which are returned to Seller, freight prepaid, and which are defective in material or workmanship, or the refund of the purchase price to Buyer.

EXCEPT AS EXPRESSLY STATED ABOVE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE OF THE PRODUCTS OR ON ANY LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANYONE PURCHASING FROM BUYER FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, SRVICING, USE OR LOSS OF USE OF THE PRODUCTS, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN THOUGH SELLER HAS BEEN NEGLIGENT.
- 8. Claims, Commencement of Actions.** Products ordered are subject to normal variation in basis of weight, trimming tolerances, and quantity overruns and underruns. No claims for unusual shortages will be allowed unless reported to Seller within ten (10) days after delivery. No other claims against Seller will be allowed unless asserted in writing within sixty (60) days after delivery or, in the case of an alleged breach of warranty, within sixty (60) days after the date within the warranty period on which the defect is or should have been discovered by Buyer.

Any lawsuit or other action based upon breach of this contract or upon any other claim arising out of the sale (other than an action by Seller for the purchase price) must be commenced within one (1) year from the date of the tender of delivery of Seller or, in the case of a cause of action based upon an allege breach of warranty, within one year from the date within the warranty period on which the defect is or should have been discovered by Buyer.
- 9. Contingencies.** Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riots; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action; prohibition or regulation; delay in transportation facilities; shortage or breakdown to obtain or non-arrival of any labor, material or equipment used in the manufacture of the products covered hereby; failure of any party to perform and contract with Seller relative to the production of the products covered hereby or from any cause whatsoever beyond Seller's control, whether or not such cause be similar or dissimilar to those enumerated.
- 10 Loss to Buyer's Property; Patent, Trademark or Copyright Infringement, Etc.** Seller shall not be liable to, and shall have no duty to provide insurance against; any damage or loss to any goods or materials of Buyer which are used by Seller in connection with this order. Where any product is manufactured from designs, patterns, plans, drawings or specifications furnished by Buyer, Buyer shall indemnify Seller against and save harmless Seller from all loss, damage, and expense arising out of any suit or claim against Seller for infringement of any patent, trademark or copyright because of Seller's manufacture of such product of because of the use or sale of such product by any person. At Seller's option, upon receipt from Seller of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
- 11. Buyer's Obligation; Rights of Seller.** If Seller shall at any time doubt Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security or other proof of responsibility satisfactory to Seller. If Buyer fails in any way to fulfill the terms and conditions on the front or the back hereof, Seller may defer further shipments until such default is corrected. Remedies provided herein shall be in addition to, and not in lieu of, other remedies.
- 12. Cancellations.** After acceptance by Seller, orders shall not be subject to cancellation except with Seller's consent and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damage.
- 13. Severability.** In the event that any word, phrase, clause, sentence or other provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.
- 14. Governing Law; Jurisdiction.** This document and the sale of any products hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to conflicts of laws principles. Seller and Buyer hereby agree to submit to the personal jurisdiction of the federal and state courts of the State of Connecticut in connection with all claims and disputes arising in connection with this document and the sale of any products hereunder.