

PLASTICS PLUS, INC.

Standard Terms and Conditions of Sale

1) Parties

This Agreement ("Sales Agreement") is agreed between Plastics Plus, Inc. ("Supplier" and the Customer identified on the front of this Agreement.

2) Formation of Contract

Any acceptance of this offer is limited to acceptance of the express terms contained on the face and back of this offer (this offer and these terms being hereinafter sometimes referred to as a "Sales Agreement") and any order placed with the Supplier shall be deemed accepted only upon the Supplier's written acceptance thereof. For avoidance of doubt, the Supplier objects to any terms and conditions inconsistent with or in addition to the terms contained in this Sales Agreement and the Supplier's receipt of a purchase order from the Customer or its shipment of materials to the Customer does not constitute acceptance by the Supplier of any term or condition of such purchaser order or any proposed terms.

THESE TERMS SHALL OVERRIDE AND SUPERCEDE ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS (IF ANY) CONTAINED ON OR REFERRED TO IN ANY ORDER FORM OR OTHER DOCUMENTS OR CORRESPONDENCE FROM THE CUSTOMER, AND NO ADDITION, ALTERATION OR SUBSTITUTION OF THESE TERMS WILL BIND THE SUPPLIER OR FORM PART OF ANY PURCHASE ORDER UNLESS THEY ARE EXPRESSLY ACCEPTED IN WRITING BY A PERSON AUTHORIZED TO SIGN ON THE SUPPLIER'S BEHALF.

3) Payment and Delivery

Unless otherwise agreed to in writing, (i) delivery shall be F.O.B point of shipment (freight and insurance prepaid) and (ii) payment terms shall be net thirty (30) days from the date of invoice. (iii) Buyer grants Seller a security interest in the goods described on the front of this invoice and in the proceeds thereof, to secure payment of the purchase price. A copy of this invoice may be filed by Seller at any time as a financing statement to perfect Seller's security interest. In the event that such price is not so paid, the Customer shall pay interest at the rate of 1.5 percent annum on all overdue amounts. The supplier shall separately indicate on its invoice(s) any Federal, state, or local tax, transportation tax, or other tax required to be imposed. Title to Materials purchased hereunder, and all risk of loss or damage with respect thereto, shall pass to the Customer at the time the Materials are transferred by the Supplier to a commercial transportation carrier for shipment to the Customer. All delivery dates are approximate. (iv) Buyer agrees that if this contract covers material that must necessarily be manufactured especially for Buyer or not customarily carried in stock by Seller and said contract is suspended or terminated for any reason beyond the Seller's control, Buyer shall take delivery of and pay for as much of the material as has been completed together with that still in process on the date notice of the termination and/or suspension received by Seller. If Buyer for any reason cannot accept delivery of such material, Buyer shall pay for same as though delivery has been made and Seller may store material for Buyer's account at Buyer's expense. The seller is purporting to sell only such right, title and interest as it has in the material. The statute of limitations applicable to all claims arising under this agreement shall be one (1) year from the date the claim accrues. IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES BASED ON ANY DELAY IN DELIVERY OR FAILURE TO DELIVER MATERIAL.

4) Acceptance

Unless otherwise agreed to in writing, any variation over or under in quantity shipped not exceeding ten (10) percent of the quantity ordered shall constitute compliance with the order and the unit price will apply to the quantity actually delivered. All claims for said shortage shall be made by the Customer within one (1) week of delivery. In the event of said variation the Supplier shall adjust the purchase price accordingly.

5) Warranty

Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Resale Products are not with Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS OTHER THAN THAT THE PRODUCTS SOLD MEET THE PRODUCT DATA SHEET PROPERTIES OR MATERIAL SPECIFICATIONS REPRESENTED TO CUSTOMER IN WRITING. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

6) Remedies and Limitations of Remedies

In the event the Customer believes any material provided by Supplier does not conform to the Supplier's specifications or is defective in breach of the above warranty, the Customer must immediately and timely provide written notice of such claimed nonconformity to the Supplier. If the Supplier determines that any material does not conform to its specifications or to be defective in breach of the above warranty, within the earlier of (i) three (3) months from the date of shipment, or (ii) the date of use of the material by the customer, such material, shall be replaced by the Supplier without any additional cost to the customer, or, at the Supplier's sole discretion, the Supplier shall refund the purchase price for the nonconforming material only. The foregoing shall constitute the sole and exclusive remedy of the Customer for breach of the above warranty.

7) Limitations of Liability and Damages

The Supplier's liability to the Customer under these terms or arising out of possession or use of the materials supplied hereunder is limited to the warranty obligations set forth above, and in no event shall such liability, whether based in contract, warranty, negligence or tort, whether strict liability or otherwise, exceed the purchase price of the materials in question, and upon the expiration of the applicable warranty period specified herein, all such liability shall be deemed waived unconditionally and absolutely. The foregoing shall constitute the sole and exclusive liability of the Supplier.

UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SAVINGS OR REVENUE, LOSS OF USE OF THE MATERIALS OR RELATED EQUIPMENT, COST OF ANY SUBSTITUTE FOR THE MATERIALS, DOWNTIMES, CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY ARISING FROM

THE USE OF THE MATERIALS OR ANY BREACH OF WARRANTY OF THESE CONDITIONS OF SALE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This provision allocates the risks under this Sales Agreement between the Customer and the Supplier and the Customer recognizes and acknowledges that the Supplier's pricing reflects this allocation of risk and the limitation of liability specified herein.

8) Technical advice for the services

The Customer agrees that the supplier will not have control over the overall design, testing or labeling of any product produced using any material supplier hereunder. The Customer agrees that it is not relying upon any representation, statement or other assertion made by the Supplier with respect of the suitability of the materials for any purpose, and that the Customer has made its own enquiry, testing and investigating into and based thereon has formed an independent judgment concerning, the suitability of the materials for the use, conversion or processing intended by the Customer, will not assert any claim against the Supplier, or hold the Supplier liable in any manner, with respect to any information, testing or design furnished (or failed to be furnished) by the Supplier including, without limitations, technical advice or recommendations. Statements made by the Supplier concerning possible suggested articles, designs, or uses of materials are not to be construed as constituting a license under any patent, covering such articles, designs, or uses, nor as a recommendation for use of such materials, articles or designs in the infringement of any patent.

9) Product warnings and instructions

The Supplier agrees to furnish the Customer with Material Safety Data Sheets ("MSDS") for the material supplied hereunder where applicable. The materials may be, or become, considered hazardous materials or hazardous substances under various laws and regulations when handled or processed. The Customer agrees to familiarize itself (without further reliance on the Supplier) with any hazards of the materials, their processing and applications and the containers in which the materials are shipped. The Customer agrees to provide the MSDS's to all those required by the law to receive the same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the MSDS's or discovered by the Customer in its investigations. The Customer further agrees to properly manage and dispose of all waste and residues resulting from its use of the materials in accordance with applicable laws and regulations.

10) Miscellaneous

Cancellation of any order, or return of any conforming material purchased under this Sales Agreement, will be subject to acceptance by the Supplier as well as to a restocking charge in accordance with the Supplier's policy as then in effect, unless waived by the Supplier in writing.

These terms, together with any amendments or modifications, if any, comprising part of this Sales Agreement, constitute the entire agreement between the parties as to the subject matter hereof and supersede any prior or contemporaneous oral or written communications, all of which are merged herein. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner this Sales Agreement.

Except as otherwise permitted herein, this Sales Agreement may not be altered, amended or modified except in writing and signed by duly authorized representatives of both the Supplier and the Customer.

In the event any provision of this Sales Agreement is declared unenforceable by a duly authorized court, the remaining enforceable provisions of this Sales Agreement shall continue in full force and effect provided that this Sales Agreement continues to preserve and express the general intent of the parties.

This Sales Agreement may not be transferred, assigned, pledged, or hypothecated by either the Customer or the Supplier, other than by operation of law. This Sales Agreement shall be binding upon and shall insure benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assignees.

The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon the strict adherence to that term or any other terms of this Sales Agreement.

This Sales Agreement, and any other instrument or agreement making up part of this Sales Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of Michigan, without giving effect to the conflict of law principles thereof and the parties agree to submit to the exclusive jurisdiction of the Michigan courts.

This contract and performance hereunder and all lawsuits, arbitration, remedies, special proceedings, or other proceedings hereunder shall be construed, governed and enforced in accordance with, under and pursuant to the laws of the State of Michigan where it was made, and in any action, arbitration, remedies, special proceeding or any other proceeding that may be brought, arising out of, under, in conjunction with, by reason or in relation to this contract, the laws of the State of Michigan shall be applicable and shall govern to the exclusion of the law of any other forum, state, or jurisdiction and any claim arising out of, in connection with, by reason of, or in relation to this contract shall be enforced, adjudicated, litigated or, on demand of the Seller, arbitrated in Michigan and the parties stipulate and consent to the jurisdiction of the Courts of the State of Michigan. To the extent any provision or clause in this agreement is prohibited by any law or is deemed unenforceable, such prohibition or enforceability shall not invalidate any of the remaining provisions or clauses hereof.