

**PURCHASE ORDER TERMS AND CONDITIONS**  
**IPLASTICS, LLC (D/B/A IVP PLASTICS)**  
**AND IVP PLASTICS OF MISSOURI, LLC (D/B/A IVP PLASTICS)**  
**(COLLECTIVELY, THE “BUYER”)**

*Terms of agreement.* This offer expressly limits acceptance to the terms of this offer. Notification of objection is hereby given to any term in any response to this offer that does not exactly match the terms of this offer.

*Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

*Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer’s specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller’s expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

*Price.* Prices recorded in this order are not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises, presently or hereafter levied on Seller. Except as may be otherwise provided in this

purchase order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this purchase order. In the case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly. If Seller’s quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If the price is not recorded on the face of this order, the price shall be that of the last previous order given by Buyer to Seller, subject to the provisions of this paragraph. If the price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller certifies that the prices herein are not higher than prices being charged to other organizations purchasing identical goods in smaller quantities at this particular time and do not discriminate against Buyer.

*Price discrimination.* Seller represents that the prices and terms of purchase, and any allowances available shall be in full compliance with the Robinson Patman Act.

*Payment.* Terms of payment are as previously arranged, or if specified in this order, then as so specified in this order.

*Delivery time of essence.* Buyer’s schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence, and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of late or defective deliveries shall not be deemed a waiver by Buyer of its right to

cancel this order, or to refuse to accept further deliveries.

*Packing.* Each package shall be numbered and labeled with Buyer's order number, stock number, contents, and weight, shall contain an itemized packing slip and shall be properly prepaid for shipment so as to secure the lowest transportation and insurance rates and to meet the carrier's requirements unless otherwise specified. No charges will be allowed Seller for packing, breaking, freight, express, or cartage unless stated herein.

*Materials.* Materials furnished by Seller are to be within the limits and of the sizes and subject to tolerances for variations, all as set forth in Buyer's Supplier Quality Manual in effect from time to time, the current version of which has been provided to Seller, which Seller acknowledges having received, and which shall be available and updated on Buyer's website.

*Title to drawings and specifications.* Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection with this purchase order. Seller shall use such drawings and specifications only in connection with this purchase order, and shall not disclose such drawings and specifications to any person, firm, or corporation other than the Buyer's or Seller's employees, subcontractors, or government inspectors. Upon the Buyer's request or upon completion of this purchase order, Seller shall promptly return all drawings and specifications to the Buyer.

*Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said

materials either alone, or in combination with other materials, and shall pay all expenses and fees of counsel which shall be incurred in and about defending every such suit, and all costs, damages, and profits recoverable in every such suit.

*Trademark.* If the goods specified within this order are peculiar to Buyer's design or if the goods bear Buyer's trademark or identifying mark they shall not bear trademark or other designation of the maker or Seller, and similar goods shall not be sold or otherwise disposed of to anyone other than Buyer without the written consent of Buyer. The title to any and all drawings and blueprints, jigs, dies, patterns, tools, etc., used in connection with this order shall at all times vest in Buyer and shall upon completion of deliveries hereunder or upon termination of the agreement pursuant to which this order is issued, be delivered to Buyer upon request, and Seller assumes all liability for loss thereof or for Seller's failure to return such property to Buyer.

*Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods contemplated by this order, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

*Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance hereof.

*Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change

the invoice to conform to this order and make payment accordingly.

*Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligations hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

*Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

*Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

*Waiver of liens.* Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

*Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or

inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; or (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

*Trade name.* Unless authorized by Buyer in writing, Buyer's name, trade name, or the name or trade name of any of Buyer's subsidiaries or affiliates shall not be used in Seller's advertising.

*Choice of law.* These terms shall be governed by the laws of Illinois, United States of America, without regard to application of conflicts of laws principles that would require the application of any other law. Seller hereby submits to the exclusive jurisdiction of the state and federal courts located in or serving Peoria County and Tazewell County, Illinois, and hereby waives any claim related to such venues based on *forum non conveniens* or otherwise.

*Merger; negation of course of dealing, trade usage.* This instrument, along with that certain Master Purchase Agreement between the parties hereto, are intended by the parties to be the final, exclusive, complete, and fully integrated expression of their agreement and its terms. ***NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF THE TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED HEREIN.***

*Incorporation of laws.* This document shall be deemed to include the implied warranties of merchantability and fitness for a particular purpose and all of the buyer's remedies under the Uniform Commercial Code, including that allowing for the recovery of consequential damages.