

Terms of Trade

To the maximum extent permitted by law, all United States transactions between Aerpak and any customer ("Customer") relating to the supply by Aerpak of any product or services are subject to the following Terms of Trade (the "Agreement") unless otherwise agreed in writing. Aerpak and Customer may individually be referred to individually as a "Party" and collectively the "Parties." The Parties hereby agree as follows:

GENERAL APPLICABILITY; ORDER AND ACCEPTANCE; OTHER PROVISIONS INVALID; PO DELIVERY

- 1. General Applicability.** Seller and Buyer are entering into this Master Purchase Agreement (the "**Agreement**") for the purpose of establishing contractual terms and conditions applicable to Buyer's purchase of Products from Seller. The Buyer and Seller are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." References to "**Aerpak**" or "**Buyer**", and "**Seller**" include all entities of each respective Party that control, are controlled by, or are under common control with, that Party ("**Affiliates**"). An entity "controls" another entity when it owns more than fifty percent of the voting stock or other ownership interest of that entity or has the ability to direct its management.
- 2. Order and Acceptance.** Buyer shall initiate purchases under this Agreement by submitting written Purchase Orders. Such orders shall state unit quantities, unit descriptions, requested delivery dates, shipping instructions and other delivery requirements or special instructions. A Purchase Order constitutes an offer by Buyer to Seller and becomes a binding contract when Seller accepts it either by acknowledgment or by commencement of performance. Seller's acceptance of a Purchase Order is acceptance of this Agreement including the Terms and Conditions and of no other terms and conditions. This Agreement applies to all Purchase Orders that Buyer, and/or any of its current or future Affiliates, may place with Seller for the purchase of Product. The Terms and Conditions of this Agreement shall apply to any Purchase Order, regardless of whether this Agreement or its Terms and Conditions are expressly referenced in such Purchase Order. The parties specifically exclude the provisions of the United Nations Convention On Contracts For The International Sale of Goods.
- 3. Other Provisions Invalid.** Any term or condition set forth in any acknowledgment or sale document from Seller (including but not limited to exhibits, add Parties, or attachment) that is inconsistent or not provided in this Agreement shall be void and not be applicable to any orders for the Products placed by Buyer during the Term, unless expressly agreed to in a written acknowledgment signed by the Parties
- 4. Use of Electronic Media.** Seller will cooperate with Buyer and apply resources in conjunction with those of Buyer to streamline the ordering of goods and payment for goods through electronic means, including EDI, EFT and ERS (evaluated receipt settlement). Seller will enter into appropriate agreements from time to time to document the standards and requirements for electronic interfacing agreed to by Seller and Buyer.

TAXES & PRICE

Seller's invoices shall not include any tax with respect to which Buyer has furnished Seller with an applicable exemption certificate or similar documentation. Seller represents that the prices it charges Buyer for Products will not be higher than the lowest price it charges to any other purchaser for Products of like grade and quantity. If in Canada, taxes shall include or be invoiced for GST (Government State Tax), PST (Provincial State Tax), QST (Quebec Sales Tax) and HST (Harmonized Sales Tax), if applicable, or Seller may provide Buyer a certificate of exemption.

PACKAGING, TRANSPORTATION COSTS, MARKING; DOCUMENTATION

Seller shall pack, mark and ship all Products covered by a Purchase Order in strict accordance with carrier requirements and Buyer's instructions to insure lowest transportation costs. Seller will mark goods in each delivery as instructed by Buyer and include packing lists and all other appropriate documentation as instructed by Buyer. Buyer may refuse shipments not accompanied by appropriate documentation.

3.1 **Term.** The term of this Agreement shall be two (2) years from the Effective Date (the "**Initial Term**"), and will automatically renew for successive one (1) year terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party provides notice of termination ninety (90) days prior to the expiration of the then current Term, provided that the Agreement may be terminated earlier in accordance with the provisions herein.

3.2 **Termination.** This Agreement may be terminated:

1.

1. By either Party upon notice to the other given at least ninety (90) days prior to the expiration of the Term that the Agreement shall not be renewed.
2. By either Party if the other Party: (i) breaches a material provision of this Agreement, or repeatedly breaches a non-material provision of this Agreement, and such breach remains uncured for a period of thirty (30) days following written notice of same by the non-defaulting Party, (ii) files a petition for bankruptcy, (iii) makes a general assignment for the benefit of creditors, (iv) suspends the operations of a substantial portion of its business, or (v) if a receiver is appointed on account of insolvency, then that Party shall be considered in default of this Agreement, and the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to immediately terminate this Agreement.

3.3 Upon termination, Customer shall pay to Aerpak the full balance due of all undisputed outstanding invoices for Products shipped to Customer. In the event of termination of this Agreement for whatever reason, Customer shall be obligated to purchase all dedicated inventory Products then in Aerpak possession, or en route to Aerpak as a result of a previously submitted purchase order by Customer, at the then applicable prices. The remedies stated in this Section shall be in addition to all other remedies available under applicable law.

3.4 The termination, expiration or non-renewal of this Agreement shall not relieve either Party from any obligation that accrues pursuant to this Agreement before the effective date of the

termination, expiration or non-renewal nor shall it release the Parties from any obligation, which may have been incurred as a result of operations conducted under this Agreement.

3.5 Except as a result of termination, expiration or non-renewal of this Agreement, neither Party shall be liable to the other party for injury to reputation or any damages for economic loss, loss (or anticipated loss) of business, sales, profits, earnings or income, including without limitation any damages in any way related to expenditures, investments, costs or commitments made or entered into in reliance of this Agreement or in any way related to the performance of this Agreement.

DELIVERY, RISK OF LOSS OR DAMAGE; TITLE

1. **Product Quantities.** Seller shall deliver to Buyer and/or its designee the amount of each of the Product(s) specified in each Purchase Order, together with any other sales documentation or other materials specified in such Purchase Order, no later than the date (or dates) mutually agreed by the Parties therein.
2. **Rate of Shipment.** Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for the Products covered by a Purchase Order. When Buyer does not specify quantities and/or delivery schedules in a Purchase Order, Seller shall deliver Products in such quantities and at such times as Buyer may direct in subsequent releases unless otherwise agreed and specified in a particular Purchase Order. Buyer may return all non-custom Product within 30 days in new condition and original packaging. Any cancellation of orders will require payment of any material ordered that has been used or modified and acquire a 10% restock fee of full invoice.
3. **Delivery Date.** Time is of the essence and significance to Buyer and Seller shall commit to timely delivery and performance of each Purchase Order. The required/due date of an order is the date in which Aerpak will either deliver, ship out, or have an order ready to be picked up via will-call. Orders not originally designated as delivered shall be subject to a minimum delivery fee if changed from will-call to delivery. Seller will make each delivery of Products at the time or times specified by Buyer in a Purchase Order or in a subsequent release including on a holiday, if required. Seller will not make deliveries earlier than the time or times specified by Buyer in a Purchase Order, or in a subsequent release. If Buyer requests that the required date of order be moved forward from its original date, an expedite fee will be incurred. Seller will keep accurate records of deliveries made to or on behalf of Buyer, including the date, time and place for delivery specified by Buyer and the date, time, and place of actual delivery. Seller will prepare and deliver to Buyer reports of its delivery performance periodically but no less often than quarterly.
4. **Lead Times.** Any forecasts or estimated quantities provided by Buyer regarding its anticipated need for the items covered by this Agreement are solely for Seller's use in planning its production and delivery requirements. Lead times may change by circumstances out of the control of Aerpak. Our standard lead time is 10-14 business days after receipt of a PO.

5. **Delay in Shipment.** If a failure to meet Buyer's delivery requirements is the fault of Seller, Seller may bear the incremental cost of expedited transportation of the Products.
6. **Risk of Loss or Damage.** Except as is otherwise provided in this paragraph, the title to, and the risk of loss of, or damage to, the Products shall pass to Buyer only when Buyer takes delivery of the Products at the destination indicated by the delivery terms of the Purchase Order. If the Purchase Order does not require Seller to install all or any portion of the Products, delivery to Buyer occurs when the Products arrive at Buyer's place of delivery and Seller (or Seller's carrier or intermediate party) completes the unloading of the goods. If this Purchase Order Contract requires Seller to install all or any portion of the Products, delivery to Buyer occurs upon completion of such installation and acceptance by Buyer. No provision in a Purchase Order including, without limitation, a provision calling for Buyer to will-call goods or for Seller to ship goods via carrier, shall change the risk of loss. No provision in a Purchase Order including, without limitation, a provision calling for Buyer to will-call goods or for Seller to ship goods via carrier, shall change the risk of loss.
7. If Buyer pays in full for Products before they are delivered to Buyer, title to such Products shall pass to Buyer when Buyer makes payment but Seller remains responsible for and bears all risk of damage to, or loss of, such goods until Buyer takes delivery of such goods at the destination indicated by the delivery terms of the Purchase Order.

Customer Supplied Material Agreement

The agreement below is between the Customer, "" or any DBA's, and the Manufacturer, Aerpak, set forth once both parties have signed agreeing to the terms below. The signature date will constitute as the start date to this agreement and will require written notification of any changes or termination.

1. Customer will supply all materials needed for completion of purchase order. Material will meet any specifications required by the Customer or end user and responsibility of verification falls on the Customer.
2. Customer is responsible for all shipping costs for shipping/drop shipping and receiving material to and from manufacturer.
3. Material will be inspected upon arrival to Manufacturer and any deficits will be noted and sent back via picture and email to Customer. Any damaged material will be replaced by Customer at Customer expense. Customer responsible for any shipping costs associated with replacing materials.
4. The Manufacturer is not responsible for any damages done to material during the cutting, manufacturing. If additional material is needed, a written request will be made to the Customer and the Customer must supply additional material at their expense.
5. The Manufacturer does not supply any warranties on the material or final products manufactured. Actual yields for production may differ depending on cut methods and materials provided.
6. The Manufacturer will not be held responsible for any delays in goods due to shipping delays in receiving materials.

7. The Customer agrees to pay in full before shipment of material or provided needed information to be set up on terms, N30.
8. Manufacturer will not be held responsible for any damage by fire, theft, flooding, natural disaster or any other unspecified acts of nature.

ACCEPTANCE; NON-CONFORMING PRODUCTS

1. **Acceptance.** None of signing for Products, acknowledging receipt of Products, inspection of Products, or paying for Products constitutes acceptance of the Products. All Products are subject to quantity verification, quality inspection, and to ensure the Products meet Buyer's specifications. Products will be considered accepted ("**Acceptance**") the earlier of (a) when Buyer provides Seller written notice of acceptance or (b) sixty (30) days after delivery.
2. **Non-Conforming Products.** To the extent Buyer rejects Products as non-conforming Products, the quantities under the applicable Purchase Order will reduce automatically by the quantities of the rejected Products unless Buyer otherwise notifies Seller. Buyer has the option to either return non-conforming Products to Seller for a refund or credit or hold non-conforming Products for disposition in accordance with Seller's instructions and at Seller's risk. Payment for non-conforming Products shall not constitute an Acceptance and will not limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for latent defects.

OWNERSHIP RIGHTS

8.
 1. As between Buyer, or Buyer's customer, on the one hand and Seller on the other, Buyer, or Buyer's customer, retains all right, title and interest in and to any product specifications provided by Buyer or Buyer's customer, respectively, and any inventions (whether patentable or not) made by Buyer or Buyer's customer.
 2. Seller grants and assigns to Buyer, without reservation, all worldwide ownership rights, title, and interest in and to goods, including any tooling, printing plates, dies, inventions, and all work in process, (collectively, "**Deliverables**") developed by Seller on behalf of Buyer or Buyer's customer. These rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Except as expressly permitted in this Agreement, Seller will have no right or license to knowingly manufacture, sell or otherwise distribute the Deliverables for its own account or for any third party, or assist any third party in so doing. For purposes of clarifying the scope of Buyer's rights, all Deliverables are work made by Seller for hire for Buyer. During and subsequent to the term of this Agreement, at Buyer's request and expense, Seller will document the assignment to Buyer of all rights, title and interest in and to the Deliverables and assist Buyer and its nominees in every proper way to

secure, maintain and defend for the benefit of Buyer or Buyer's nominee all copyrights, patent rights, mask work rights and other proprietary rights in the Deliverables.

3. Seller retains all right, title and interest in all inventions owned by Seller before beginning work on any Purchase Order or any Products on behalf of Buyer or Buyer's customer. Seller hereby grants a worldwide, nonexclusive, royalty-free and irrevocable right and license to these inventions (but solely to the extent necessary) to permit Buyer to incorporate the Products supplied by Seller into goods that Buyer uses or sells to its customers.
4. All trade names, trademarks, copyrights, brand names, service marks, designs and patents and all other intellectual property owned by or licensed to Buyer ("**Buyer Intellectual Property**") used by Seller on behalf of Buyer under this Agreement are owned by or licensed to Buyer and Seller has and shall acquire no right or interest therein. The foregoing shall not be construed to grant any rights or license in any Buyer Intellectual Property except as otherwise expressly provided herein. On the expiration or earlier termination of this Agreement, Seller shall thereafter refrain from utilizing any Buyer Intellectual Property, for any purpose whatsoever. This Section shall survive any expiration or earlier termination of this Agreement.

9.

1. Each Party agrees that it will (i) maintain all Confidential Information (as defined below) which is disclosed to or otherwise observed by it in strict confidence and take all reasonable precautions to protect such Confidential Information, (ii) not divulge any Confidential Information to any third-party, and (iii) not make or authorize any use of any Confidential Information other than for the performance of this Agreement, except with the prior written consent of the disclosing Party or as required by law. Without prejudice to Section 8 Ownership Rights herein, all rights in and title to the Confidential Information remain in the disclosing Party. For purposes hereof, "Confidential Information" means all information disclosed through any means of communication or by personal observation by or on behalf of the disclosing Party to or for the benefit of the other Party that relates to the disclosing Party's products, projects, productions (including information regarding talent and other persons involved in such productions), research and development, intellectual properties, trade secrets, technical know-how, policies or practices (and all creative, business and technical information relating thereto), and any other matter that the other Party is advised or has reason to know is the confidential, trade secret or proprietary information of the disclosing Party. Confidential Information also includes the existence and terms of this Agreement, and information regarding Buyer's customers, including, without limitation, business names, business addresses, and contact information including the identity of any contact person employed by any customer. Confidential Information does not include data, materials or information that (i) was or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its directors, officers,

employees, agents, or advisors, or (ii) was or becomes available to a Party on a non-confidential basis from a source that has the right to disclose the information, or (iii) was in the possession of the receiving Party before being furnished to the receiving Party by or on behalf of the disclosing Party, or (iv) that is or was acquired or developed independently by or for the receiving Party, without use of or reference to any Confidential Information of the disclosing Party and without violation of any obligation contained herein.

2. Upon the expiration or termination of this Agreement, any and all Confidential Information possessed in tangible form by a receiving Party and belonging to the disclosing Party, shall, upon written request, be immediately returned to the disclosing Party (or destroyed if so requested) and not retained by the receiving Party; provided however that a party may retain one copy of any Confidential Information in an appropriately secure location, which by applicable laws it must retain, for so long as such applicable laws require such retention but thereafter shall dispose of such retained Confidential Information in accordance with applicable laws or this Section.
3. The receiving Party may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, regulation, or court order, provided that the receiving Party (i) uses reasonable efforts, at the disclosing Party's expense, to limit the disclosure by means of a protective order or a request for confidential treatment and (ii) provides the disclosing Party a reasonable opportunity to review, if permitted, the disclosure before it is made and to interpose its own objection to the disclosure.
4.
 1. Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, and its respective directors, officers, employees and members of the Board (collectively, the "**Indemnified Party**") from and against any and all liabilities, claims, costs, losses, damages, and reasonable expenses (including reasonable attorneys' fees and expenses including any attorney's fees and expenses incurred by a Party seeking to enforce the indemnity obligations of the other party) (collectively, "**Losses**"): (i) caused by the negligence or willful misconduct of the Indemnifying Party and its representatives in connection with this Agreement, (ii) suffered or incurred by any Indemnified Party to the extent arising from any personal injury or death or damage to or destruction of the tangible personal and real property or premises leased, licensed or owned by an Indemnified Party, that was caused by the negligence or willful misconduct the Indemnifying Party; provided, however, the Indemnifying Party has no obligation to indemnify, defend and hold harmless the Indemnified Parties from any Losses arising from and to the extent of the negligence or willful misconduct of the Indemnified Parties or third-parties not affiliated with or under control of the Indemnifying Party.

2. Seller agrees to indemnify, defend, and hold harmless the Buyer and Buyer's customers from any and all Losses related to: (i) any actual or alleged infringement or misappropriation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights, arising out of or relating to any goods or services or component thereof;; (ii) any act(s) or omission(s) by Seller or by Seller's directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by Seller or for whose acts Seller may be liable, in the performance or nonperformance of Seller's obligations under this Agreement or any Purchase Order; (iii) any actual or alleged violation with any federal, state, provincial, territory or local law, executive order, rule, regulation or ordinance that may be applicable to Seller's performance of its obligations under a Purchase Order or certification provided for hereunder including those related to the manufacture, shipment, import, advertising, labeling, weights and measures, use or sale of the Products and any actual or alleged failure to provide adequate warnings, labeling, packaging or instructions; (iv) any contamination, pollution, or public or private nuisance arising directly or indirectly out of a Purchase Order or out of any acts or omissions by Seller or its suppliers; (v) a defect in the design or manufacture of goods, a failure by Seller to make a delivery on the date and time and at the place specified by Buyer, or any other unexcused or un-waived failure by Seller to perform any of its obligations under a Purchase Order.
3. Should any Products provided by Seller become, or apparently become, the subject of a claim of infringement of a patent, copyright or other intellectual property right, Seller shall, at Seller's option and expense, either procure for Buyer and Buyer's customer the right to continue to use the Products, replace the Products with equivalent, non-infringing Products, or modify the Products so that the use of the Products becomes non-infringing, provided that any modification or replacement is of equal quality and provides equal performance to the infringing Products. This paragraph shall not apply to any Products manufactured to designs furnished and required by Buyer or Buyer's customer, and it does not apply to claims that the sale or use of a process or use of a combination of the Products supplied by Seller with other goods infringes a patent, if the process or other goods were not supplied by Seller and Seller's supply of the Products does not constitute contributory patent infringement.
4. The following will apply to any claims for indemnification in connection with the Agreement: (1) the Indemnified Party will give the Indemnifying Party prompt notice of any claim as to which it seeks indemnification, with sufficient information to allow the Indemnifying Party to respond to such claim; (2) the Indemnifying Party will have the right to control the defense (including, without limitation, the selection of counsel, provided that the Indemnified Party may also retain counsel at its own expense and provided

further, the Indemnified Party shall have the right to approve any and all counsel employed to defend the Indemnified Party) and settlement of any indemnified claim (which shall include a complete and full release of Indemnified Party); (3) the Indemnified Party agrees to provide reasonable assistance, as necessary, in the defense of indemnified claims; and (4) unless it materially prejudices the Indemnifying Party, a failure to give prompt notice will not terminate the Indemnifying Party's obligation to indemnify hereunder.

5. The indemnity obligations of Seller may include, by way of example and not limitation, labor and related overhead for sorting, repairing or replacing defective goods; losses and costs suffered, incurred or claimed by Buyer's customer; any shipping and packaging costs; and any costs of recall or notification incurred by Buyer or Buyer's customer. If a Party fails or refuses to comply with its indemnity obligations, then Party seeking indemnity may settle the claims and then seek reimbursement from the other Party for the Losses. The Parties agree that the arbitration provisions of this Agreement govern any dispute between Buyer and Seller regarding a Party's indemnity obligations.
6. In the event any indemnity provision in this Agreement is contrary to law, construction of the indemnity obligation will be to the fullest extent allowed by law.

LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S SECTION 10 INDEMNIFICATION OBLIGATIONS, OR A BREACH OF SECTION 20 CONFIDENTIALITY, SECTION 31 NON-CIRCUMVENTION, NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES, COST OF CAPITAL, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE OR INCREASED EXPENSE OF USE OF EQUIPMENT OR PLANT, LOSS OF PRODUCTION, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE (Collectively, "Consequential Damages"), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INSURANCE

12. **a.** Seller shall, at its own cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with sound and reputable insurers, the following insurance coverage: (i) Workers' Compensation insurance as required by applicable law; (ii) employer's liability insurance (iii) Comprehensive General Liability insurance against all hazards with a minimum limit of liability for bodily injury, including death, and property damage (iv) Automobile Liability insurance against liability arising from the maintenance or use of all owned, non-owned and hired automobiles and trucks (v) errors and omissions insurance and or cyber liability
13. **b.** Seller's insurance shall be deemed primary and non-contributing with any other insurance coverage available to Buyer. Seller shall provide Buyer with certificates of insurance evidencing the coverage required hereunder within fifteen (15) days after execution of this Agreement. Each policy required hereunder shall provide that Buyer shall receive thirty (30) days' advance written notice in the event of a cancellation or material change in such policy. Each policy of insurance which Seller is required to possess under this Agreement shall name Buyer, its Directors, Officers, and Employees as additional insured in the insurance policy limits herein required. Coverage described in (ii) above shall provide a waiver of subrogation endorsement. In the event that any service under this Agreement is rendered by persons other than Seller's employees, Seller shall arrange to furnish Buyer with evidence of such insurance for such persons subject to the same terms and conditions as set forth above and applicable to Seller prior to commencement of service by such person(s).
14. **c.** Seller shall maintain the foregoing insurance policies in full force and effect during the term of this Agreement and for two (2) years after the expiration of this Agreement. If Seller should change insurance carriers during such period, Seller shall provide Buyer with written evidence that such new policy provides continuous coverage from any change in insurance coverage. The insurance limits specified herein are minimum requirements and shall not be construed in any way as limits of liability. The insurance coverage and payment/collection thereon with respect to covered acts or omissions shall not be limited by indemnity section of this agreement or any other limitation on liability clauses specified in the Agreement.

SUBCONTRACTING

12. The Seller shall have the right to subcontract any of his obligations hereunder provided that the prior written consent of the Buyer, which shall not be unreasonably withheld, is obtained. In the event of such a sub-contract, the Seller shall remain fully liable for the due performance of their subcontractors under this Agreement.

FORCE MAJEURE

An event or occurrence that is beyond the reasonable control of a party and without its fault or negligence will excuse the delay or failure to perform the obligations of that party; provided that the affected party gives written notice of the delay (including the anticipated duration of the delay) to the other party within ten days. Examples of events or occurrences include, without limitation, acts

of God, acts of any governmental authority (whether valid or invalid), epidemics, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, terrorism, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction or order. During the period of a delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its obligations under a Purchase Order by the quantities so purchased without liability to Seller, or have Seller provide the goods from sources in quantities and at times requested by Buyer and at the price set forth in the Purchase Order. If a delay lasts more than thirty days, Buyer may immediately cancel one or more Purchase Orders without liability.

TERMINATION OF AGREEMENT FOR CAUSE

1. This Agreement, including all Purchase Orders, may be terminated immediately by either Party, upon written notice to the other Party if the other Party: (i) is in material breach and such failure or breach is not remedied within thirty (30) days after the terminating Party provides written notice to the breaching Party specifically describing such breach; or (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.
2. **Termination of Agreement for Convenience.** This Agreement may be terminated for any reason by either Party upon ninety (90) days written notice to the other Party.
3. **Termination of Purchase Orders.**
 1. **Cause.** Buyer reserves the right to cancel all or any part of a Purchase Order, without liability to Seller, if Seller repudiates or breaches any of the terms of the Purchase Order, including Seller's warranties, or fails to perform services or deliver goods as specified by Buyer. Any cancellation under a Purchase Order shall not excuse the Seller from performing the un-cancelled portions of an applicable Purchase Order.
 2. **Convenience.** In addition to any other rights of Buyer to cancel or terminate a Purchase Order, Buyer may for any reason, at its option, immediately terminate all or any part of a Purchase Order: (1) at any time prior to Seller Acceptance of the Purchase Order, or (2) prior to Seller commencing actual work on the Purchase Order.
4. **Effect on Termination.** Upon termination, Buyer will receive a refund of all fees paid in advance for Products not yet provided by Seller. With respect to the termination for convenience of Purchase Orders for Products, Seller shall be paid without duplication (i) for all Products completed in accordance with the Purchase Order not previously paid for, and (ii) a mutually agreed upon cancellation charge, not to exceed ten percent (10%) of the price of cancelled Products that are custom made by Seller for Buyer. **IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR SUBCONTRACTOR'S OF SELLER FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY TERMINATED PURCHASE ORDER. PAUMENT UN**

INSPECTION/SAFETY

1. During the Term, Buyer or Buyer's customers or their respective agents, upon reasonable notice and during normal working hours, shall have the right to visit and enter Seller's facility to inspect the Products, facility, goods, materials and any property of Buyer covered by, or involved in any manner with, an applicable Purchase Order.
2. Seller agrees to approach the performance of the work with the attitude that safety comes first. Seller shall be solely and completely responsible for working conditions and the safety of all persons and property at its facility. All work, materials, equipment and procedures shall comply with the requirements of all applicable federal, state, provincial territories, and local laws, regulations and orders.
3. Seller represents, warrants and covenants to comply with all applicable federal, provincial, territory. state and local laws including those of the United States, Europe, Canada and Mexico, executive orders, rules, regulations and ordinances, policies, procedures, standards and orders, of whatever kind and nature and all applicable governmental and industry bodies now or hereafter in effect (collectively, "Legal Regulations") that may be applicable to (i) Seller's performance of its obligations under a Purchase Order or this Agreement and (ii) the manufacture, advertising, labeling, ,import, shipment and supply of the Products. In particular, Seller warrants that in providing goods or rendering services under a Purchase Order, it will comply with all applicable Legal Regulations, including but not limited to the following, as amended from time to time: the Occupational Safety and Health Act; the Fair Labor Standards Act of 1938; the Walsh- Healy Public Contracts Act; the Robinson-Patman Act; the National Traffic and Motor Vehicle Safety Act; the Civil Rights Act of 1964 (Title VII); the Food, Drug & Cosmetic Act , as amended, and all applicable regulations and Executive Orders issued there under; the Fair Packaging and Labeling Act and all applicable regulations issued thereunder; the Federal Trade Commission Green Guides; the California Toxics in Packaging Prevention Act, Health & Safety Code 25214.11 et. seq.; the California Bio-degradable and Compostable Products laws, Public Resources Code 42355 et. seq.; the California Expanded Polystyrene Loose-Fill Packaging law; Executive Orders 11246 and 11375; and those laws relating to equal employment opportunity, and the utilization of small, disadvantaged, and women-owned business concerns, all as amended. Seller represents and warrants that the Products shall comply with California Proposition 65, Health & Safety Code Section 25249.6 et. seq., and any other applicable law of any other state or country. If in Canada, Seller agrees to comply with applicable federal, provincial, territorial and municipal legislation including but not limited to: Canadian Food Inspection Act, provincial and federal taxation acts, Health Canada compliance, product applicable legislation, health and safety compliance, WHMIS, workers compensation, employment and labor laws and stewardship programs. Seller agrees to provide Buyer with a written certification of its compliance with any or all of the foregoing on receipt of a request by Buyer. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.
4. In the event that Seller provides content for the packaging relating to claims regarding the performance of the Products, any environmental claims associated with the Products, or

benefits the user of the Products receives, Seller shall substantiate all such claims and shall provide Buyer supporting documentation establishing that such claims are compliant with all applicable Legal Requirements. It is understood that Seller is solely responsible for the accuracy of its substantiation and compliance documentation for the Products and nothing in this section relieves Seller of its sole responsibility.

5. All employees, agents or sub-contractors of the Seller required to visit a Buyer's office or facility must: (i) comply with all Buyer policies (and in particular all safety and environmental policies) that are implemented by Buyer from time to time; and (ii) comply with any reasonable written or oral instructions given by Buyer site management while on-site at a Buyer office or facility.
6. At all times, this Agreement will be subject to, and Seller will adhere to, the Supplier Code of Conduct and Ethics policy of Buyer's parent company, as amended from time to time. The Seller agrees to notify Buyer immediately if the Seller becomes aware that it has breached the Supplier Code of Conduct and Ethics.

ENVIRONMENTAL HEALTH & QUALITY COMPLIANCE

1. To the extent applicable, Seller must certify that the Products comply with REACH, RoHS, CONEG, HACCP, California Toxics in Packaging Prevention Act, the California Transparency in Supply Chain Act, and the European Packaging Directive. Additionally, with each initial shipment of a Product, Seller must supply a safety data sheet ("**SDS**"), if available or requested.
2. Seller certifies that the Products comprising each shipment or other delivery hereafter made by Seller to, or on the order of, Buyer, is hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and not an article which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce.
3. Seller certifies that it will comply with any current and future U.S. Securities and Exchange Commission disclosure rules or other regulations regarding "conflict minerals" promulgated under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended and/or supplemented from time to time.
4. Seller certifies that the materials incorporated into products delivered to Buyer, complies with the laws regarding slavery and human trafficking of the country or countries in which it does business.

RECORDS

1. Seller will maintain books and records sufficient to document its compliance with all requirements of this Agreement, including documents related to a Purchase Order, documents related to its ISO/AS registration, and documents related to corrective action, for a period of not less than five years following the date of the applicable events or documents or the termination of this Agreement, whichever is earlier. If relating to Canadian matters, Seller shall maintain records for seven years.

GOVERNING LAW; REMEDIES

1. The laws of the State of Arizona govern this Agreement and any Purchase Order issued by Buyer to Seller, regardless of the place for performance.
2. All rights and remedies that either Party may have hereunder or by operation of law or equity are cumulative and the pursuit of one right or remedy will not be deemed an election to waive or renounce any other right or remedy.
3. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including an injunction to prevent the use and/or disclosure of its Confidential Information. If a Party disputes whether information is Confidential Information, such Party agrees to an injunction prohibiting disclosure pending resolution of the dispute as provided in this Agreement.
4. Seller acknowledges that any interference with the ongoing business relationship of Buyer with its customers in a manner prohibited by this Agreement will cause irreparable harm to Buyer. Accordingly, in the event Seller engages in any business relationship, whether directly or through another company, with any customer disclosed to it by Buyer that involves any Confidential Information, Seller agrees to an injunction prohibiting Seller from continuing that relationship pending resolution of the dispute as provided in this Agreement.

DISPUTE RESOLUTION

1. The Parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties hereto are unable to resolve the matter following good faith negotiations, the matter shall thereafter be resolved by binding arbitration and each Party hereto hereby waives any right it may otherwise have to the resolution of such matter by any means other than binding arbitration pursuant to this Section. Any arbitration hereunder shall be conducted in the English language under the commercial arbitration rules of the American Arbitration Association (“**AAA**”). Any such arbitration shall be conducted in Maricopa County, Arizona by a single arbitrator agreed to by the Parties. The arbitrator shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement. Each Party will pay its own attorney’s fees and costs and one-half of the costs of the AAA and the Arbitrator. The arbitrator will resolve any controversy over whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Agreement with respect to arbitration. If in Canada, the parties shall attorn to the province of Ontario, Canada for Canadian jurisdiction over resolution and enforcement. Further, the Parties shall refer to the Arbitration Act or the Commercial Mediation Act in Ontario, Canada.

NO PUBLICITY

1. Neither Party will use the name or trademarks of the other Party (Including Buyer's customers) in any media, including the Internet, without the written consent of the other Party obtained in advance and signed by an authorized officer of such Party.

NO IMPLIED WAIVER

1. The failure of either Party at any time to require performance by the other Party of any provision of a Purchase Order shall in no way affect the right to require performance later nor shall the waiver of either party of a breach of any provision of a Purchase Order constitute a waiver of any succeeding breach of the same or any other provision.

NON-ASSIGNMENT

1. Neither Party may assign this Agreement or any Purchase Order or delegate its obligations under any of them without the written consent of the other Party obtained in advance and signed by an authorized officer of the non-assigning Party.

RELATIONSHIP OF PARTIES

1. The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever.

SEVERABILITY

1. If any term of this Agreement or of a Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the Parties agree to reform or delete the term, but only to the extent necessary to comply with the applicable statute, regulation, ordinance, Purchase Order or rule, and the remaining provisions of this Agreement or the Purchase Order, as applicable, shall remain in full force and effect.

ENTIRE AGREEMENT

1. A Purchase Order, including any attachments, exhibits, or supplements specifically referenced in the Purchase Order, and this Agreement between Seller and Buyer, including these terms and conditions, constitute the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and this Agreement.

NOTICES

1. All notices regarding this Agreement or this Agreement and a Purchase Order (but not a Purchase Order alone) must be in writing and shall be duly given or made or communicated by personal delivery, mail, or overnight courier. If personally delivered, notice is effective on delivery. If mailed, notice is effective two business days after having been sent by registered or certified United States Mail, first class postage and fees prepaid, return receipt requested, addressed to the intended recipient at the address on the signature page of this Agreement, or to such other address or addresses as a Party may designate from time to time by notice given as provided in this paragraph. If sent by an overnight courier (e.g.,

United Parcel Service, Federal Express), notice is effective the day following being so sent provided it was sent in circumstances in which the courier guarantees next day delivery.

2. Notices regarding a Purchase Order (but not involving this Agreement) must be in writing and shall be duly given or made or communicated by personal delivery, mail, email, electronic communications adopted by the agreement of Buyer and Seller, or overnight courier. Notices given by personal delivery, mail, or overnight courier are effective as stated above. Notices given by email are effective when delivered. Notices given by electronic communications adopted by the agreement of Buyer and Seller are effective when delivered or as agreed between Buyer and Seller.

NON-SOLICITATION

1. During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall solicit, nor attempt to solicit, directly or through a third-party, the services for employment or otherwise grant employment or subcontracting arrangement through a third-party to any employee of the other Party who is involved in the performance of services under a Purchase Order during the time period such services are being performed and for one year after their completion without the prior consent of the other Party. The foregoing shall not be deemed to include responses to general solicitations of employment (whether through advertisements, recruiting firms or other means) not specifically directed toward employees of the Parties. In the event of a breach of this provision, in addition to any other right the non-breaching Party may have at law or in equity, the breaching Party shall make a payment to the non-breaching Party in the amount of the applicable employee's base salary for one (1) year.

NON-CIRCUMVENTION

1. Seller agrees that all third parties introduced to them by Buyer represent significant efforts and working relationships that are unique to, and part of, the work product and intellectual capital of Buyer. Therefore, without the prior specific written consent of Buyer, Seller agrees to refrain from conducting direct or indirect business dealings of any kind with any third party so introduced by Buyer, with the exception of third parties with which Seller has previously had a documented formal business relationship prior to the Effective Date of this Agreement. The customers of Buyer served by this Agreement belong to the Buyer and Seller shall not do or take any action to circumvent Buyer or otherwise attempt to take away the business of the customer from the Buyer.

SURVIVAL

1. Any termination will not affect any Purchase Order issued before the effective date of the termination. Termination of this Agreement does not terminate the obligation of Buyer to pay for conforming goods received by Buyer before the termination becomes effective and does not terminate the obligations of the Parties contained in paragraphs 4, 8-14, 18-25, and 28-32 of this Agreement and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement.

