

1. All sales of goods by Confer Plastics, Inc. ("Confer") to Buyer are made pursuant to the following terms. No other or additional terms or conditions are or will be accepted by Confer and are hereby expressly rejected.

2. Contracts or orders are subject to approval of Confer's credit department and executive office. Confer shall have the right to modify, change or withdraw credit terms at any time, without notice, and to request guarantees, security or payment in advance of the amount of credit involved. Buyer acknowledges and agrees that Confer has the right to increase piece pricing if the price of resin increases by five percent or more after the issuance of any quotation and/or order.

3. Delivery of the goods shall be FOB Confer's manufacturing facility. Title to all goods and all risk of loss or damage with respect thereto will be passed to Buyer upon delivery of the goods to the carrier. Confer warrants that all goods delivered or shipped shall be free and clear of all liens or encumbrances.

4. Confer shall not be liable for damages arising from its failure to make or delay in making delivery of any goods because of fire, flood, weather events, strikes, riots, car shortage, embargoes on freight of any government, material shortages, accidents, insurrections, lockouts, breakdown of machinery, loss or damage of goods in transit, delay of carriers, act of civil or military authorities, restrictions caused by epidemics or pandemics, acts of God, or any circumstances or other unavoidable cause beyond Confer's control, except for its own gross negligence. Confer will be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, and during the continuance of any such happening or event this agreement will be deemed suspended so long as and to the extent that any such cause prevents or delays Confer's performance.

5. Buyer acknowledges that ten (10) days after receipt of the goods will provide Buyer with a reasonable amount of time to inspect the goods. Therefore, the goods shall be subject to final inspection and acceptance by Buyer within ten (10) days after receipt by Buyer. Buyer's failure to inspect within said time shall constitute a waiver of Buyer's rights of inspection and rejection (including any claims for shortages), and such goods shall be deemed accepted by Buyer.

6. Confer warrants that, for a period of one (1) year from the date of its delivery of the goods to the carrier, the goods will be free from defects in workmanship and materials. IN THE EVENT OF ANY BREACH OF SUCH WARRANTY, CONFER'S SOLE OBLIGATION SHALL BE EXCLUSIVELY LIMITED TO, AT THE OPTION OF CONFER, REPAIR OR REPLACEMENT, F.O.B. CONFER'S FACILITY, OR TO A REFUND OF THE PURCHASE PRICE UPON RETURN OF THE GOODS TO CONFER. NO CLAIM AGAINST CONFER FOR ANY BREACH OF SUCH WARRANTY SHALL BE VALID OR ENFORCEABLE UNLESS BUYER'S WRITTEN NOTICE THEREOF IS RECEIVED BY CONFER WITHIN ONE (1) YEAR FROM THE DATE OF CONFER'S DELIVERY TO THE CARRIER. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, CONFER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE GOODS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7. IN NO EVENT SHALL CONFER BE LIABLE TO BUYER OR ANY THIRD PARTY, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHER THEORY OF LAW, FOR LOSS OF PROFITS OR LOSS OF USE,

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OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, HOWSOEVER CAUSED. CONFER'S MAXIMUM LIABILITY TO BUYER SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR THE GOODS THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM. Confer shall not be liable for any damage, injury or loss arising out of the use of the goods if, prior to such damage, injury or loss, such goods are: (a) altered, changed, modified damaged or misused; or (b) not maintained, inspected, or used in compliance with applicable law.

8. ANY ORAL OR WRITTEN STATEMENT, INFORMATION OR REPRESENTATION GIVEN OR MADE BY CONFER OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR DISTRIBUTORS ABOUT THE PRODUCT, ITS PERFORMANCE OR ABOUT PRODUCTION AND DELIVERY OF THE PRODUCT: (A) SHALL NOT CONSTITUTE A CONFER REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE AGREEMENT; (B) SHALL NOT BE RELIED UPON BY BUYER OR ANY OTHER PERSON, AND BUYER HEREBY EXPRESSLY DISCLAIMS SUCH RELIANCE WHEN ENTERING INTO THIS AGREEMENT; AND (C) IS NOT A PART OF THE WARRANTY OR THE PARTIES' AGREEMENT.

9. Any action against Confer for breach of contract, negligence, tort or otherwise must be commenced by Buyer within one (1) year after: (a) the date any alleged claim accrues; or (b) the date of delivery of the goods to Buyer, whichever is earlier.

10. This instrument constitutes the entire agreement between Confer and Buyer, superseding all previous understandings and writings regarding this transaction. Any amendment or modification of this agreement shall be void unless in writing and signed by Confer. This agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. Any disputes and all legal claims related to this agreement shall be subject to the exclusive jurisdiction of and shall be finally settled in an action commenced or maintained in any state or federal court sitting in Erie County, New York. Confer and Buyer hereby consent and submit to the exclusive personal jurisdiction of such courts and agree not to challenge or assert any defense to the jurisdiction of such courts, including, without limitation, *forum non conveniens*. In any action or proceeding brought to enforce any provision of this agreement, the prevailing party is entitled to be reimbursed by the nonprevailing party for all of its reasonable costs in such action or proceeding, including, without limitation, reasonable attorneys' fees. No delay or omission by Confer in exercising any right or remedy hereunder shall be a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Confer are cumulative.