



TERMS AND CONDITIONS

GENERAL:

All quotations, offers to sell, proposals, acknowledgments and acceptances of orders by Combi Packaging Systems LLC, as seller ("Combi") are subject to the following terms and conditions ("Terms"), and acceptance by the buyer ("Buyer") is expressly limited to them. These Terms are subject to change by Combi without prior written notice to Buyer at any time, in Combi's sole discretion. The latest version of these Terms will be posted on this website. Buyer should review these Terms prior to purchasing any products.

CONTRACT OF SALE:

These Terms become binding and effective upon the happening of any of the following:

- Buyer's written acceptance of a firm written proposal submitted by Combi.
- Combi's separate written acceptance of Buyer's purchase order or other document furnished by Buyer.
- Combi's commencement of performance and approvals provided by Buyer throughout the design and manufacturing process.

Any action by Buyer to order products are subject to these Terms, regardless of whether Buyer signs Combi's proposal. Combi's proposals are issued on the condition that Buyer accepts these Terms. Issuance of a purchase order by Buyer will confirm Buyer's acceptance of these Terms, regardless of whether Buyer references a proposal number on Buyer's purchase order. Combi's written acceptance of Buyer's purchase order or other document furnished by Buyer, the parties agree that Combi's acceptance is expressly limited to these Terms, and any matters contained in any purchase order or other document furnished by Buyer which state terms additional to or which conflict with the following are deemed proposals for addition to these, and do not become part of these Terms unless expressly and separately agreed to by Combi.

PRICES AND SPECIFICATIONS:

Prices and specifications quoted are valid for the stated period. Price quotations do not include any federal, state, local or other taxes, and Buyer agrees to pay any and all such taxes which Combi may be required by law to pay or collect on account of the manufacture or sale of goods and performance of any services under these Terms. All licenses or other approvals required shall be obtained by Buyer, at Buyer's expense. Buyer shall promptly ship prepaid and without charge to Combi, for Combi's approval, Buyer's specified samples of containers and products to be handled by Combi's products. After these Terms become effective, specification changes requested by Buyer will be made only by separate written agreement, in which event the prices quoted in connection with the original specification will be subject to change. Combi reserves the right, without obtaining Buyer's approval, to make changes in the design and specifications of the products sold hereunder, or of any component part, provided such changes do not affect the performance of the goods sold.

SHIPMENT:

Any shipment dates quoted by Combi are approximate. Combi shall not be liable for any loss, damage or expenses of any kind or delay in delivery, or failure to give notice of such delay, and such delay shall not constitute grounds for cancellation of the order. Combi reserves the right to select the mode of shipment and carrier. Risk of loss passes to Buyer at the time of delivery of goods to the carrier, regardless of how freight is paid. Buyer shall insure the products against all risks, including damage and shipment, until final payment is made, with policies payable to Combi's benefit as a loss payable under the policy. Buyer shall furnish a certificate of insurance with loss payable to Combi. Buyer's acceptance of the products constitutes approval of the method and time of shipment and delivery. Buyer shall be liable to Combi for any storage, warehouse or demurrage charges and any extra

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cartage and handling charges caused by Buyer's failure or refusal to accept delivery of the products when tendered. If shipment is delayed at Buyer's request, Combi will invoice Buyer according to the schedule of payment terms outlined in Combi's proposal, payment shall immediately become due from Buyer to Combi and Buyer shall pay costs of handling, storage and insurance of the products.

INSTALLATION AND MAINTENANCE:

Installation and maintenance service is not included in these Terms and will be offered under a separate agreement at standard current rates when scheduled in advance. (See rate sheet for complete details)

WARRANTY:

Combi warrants that the products sold hereunder are free from defects in material and workmanship for a period of one year from receipt at Buyer's designated delivery point, except for replacement parts, which are warranted for 60 days. This warranty and related warranty claims submitted to Combi are subject to the following conditions:

- Buyer shall notify Combi in writing promptly upon discovery of facts giving rise to any claim under this warranty, stating specifically the nature of the claim, the date of discovery of same and identifying by serial number and invoice the product involved. Failure to so notify Combi within sixty days after discovery of facts giving rise to the claim shall fully and completely relieve Combi from any obligation under this warranty. Claims for defects in the replacement parts must be provided during the warranty period or shall fully and completely relieve Combi from any obligation under this warranty.
- No claim under the terms of this warranty will be accepted by Combi unless and until the nature of the claim shall have been established to the satisfaction of an authorized representative of Combi, and no return of any product claimed to be defective will be accepted unless accompanied by a Returned Material Authorization supplied by Combi in accordance with Combi's [Parts Return or Exchange Policy](#). If a claim is accepted, Combi will issue a credit to Buyer against the invoiced price of repair or replacement. All returns shall be at Buyer's expense.
- This warranty applies only to products properly used and maintained and is expressly non-applicable to any products or components which have been repaired, altered or changed other than in accordance with instructions and directions furnished by Combi and its authorized representatives, or to any product which has not been operated or utilized in accordance with instructions or directions furnished by Combi, or which has been operated or treated in any manner which, in the reasonable judgment of Combi, adversely effects its reliability and performance.
- This warranty does not apply to normal wear or consumable parts. This warranty does not apply to any product or component not manufactured by Combi and Buyer's sole warranty with respect to such items shall be that of the manufacturer, if any.
- Combi makes no warranty for equipment sold as "used", express or implied including without limitation any warranty of merchantability or fitness for a particular purpose with respect to the equipment unless otherwise stated in the proposal.

DO NOT ALTER OR DISMANTLE MACHINE PARTS. THE MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY MODIFICATIONS TO THE EQUIPMENT PARTS AND ANY MODIFICATIONS TO MACHINE PARTS **WILL VOID THE MANUFACTURER'S WARRANTY.** WARRANTY DOES NOT COVER PARTS THAT HAVE BEEN INSTALLED IMPROPERLY,

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ABUSED, MISUSED, OR NEGLECTED ACCORDING TO PLANNED MAINTENANCE PROCEDURES, SERVICED BY NON-COMBI EMPLOYEES, USED FOR PURPOSES OTHER THAN ORIGINALLY DESIGNED FOR, AND/OR DAMAGED DUE TO USING ACCESSORIES SUPPLIED BY COMPANY OTHER THAN COMBI PACKAGING SYSTEMS LLC.

THIS WARRANTY COMPRISES THE ENTIRE AND SOLE WARRANTY PERTAINING TO THIS PURCHASE OF PRODUCTS SOLD HEREUNDER. COMBI MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, EXCEPT AS SET FORTH HEREIN. BUYER ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON COMBI UNLESS SEPARATELY SET FORTH IN WRITING. BUYER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCTS ARE SUFFICIENT FOR BUYER'S PURPOSES.

STRUCTURAL FRAMEWORK WARRANTY LIFETIME WARRANTY ON THE STRUCTURAL FRAMEWORK OF CASE ERECTOR BOTTOM SEALER, SUBJECT TO THESE TERMS, INCLUDING THE PROCESS FOR SUBMISSION OF A WARRANTY CLAIM AND WARRANTY LIMITATIONS AND EXCLUSIONS, INCLUDING LIMITATIONS OF LIABILITY AND REMEDIES FOR ANY WARRANTY CLAIM.

REMEDIES OF COMBI:

These Terms are governed by the law of the State of Ohio, and Combi retains all rights under the applicable law in addition to those expressly provided for herein. Any dispute arising out of these terms shall be filed and heard in the venue of Stark County, Ohio. Buyer agrees to execute any documents at Combi's request with respect to creation and perfection of a security interest in the goods sold. If Combi is required to employ attorneys or engage in any legal proceedings to enforce its rights hereunder, Buyer agrees to pay Combi's reasonable attorney's fees, costs and expenses incurred in connection with such enforcement.

REMEDIES OF BUYER:

Buyer shall give Combi written notice of any claim for shortage or error within ten days after receipt at Buyer's designated delivery point, which is agreed to be a reasonable time for discovery and the giving of such notice, or be barred from any claim or remedy for such shortage or error.

All claims under the replacement parts warranty must be made within 60 days after shipment date or shall be deemed waived by Buyer. Upon receipt of notice alleging a defect in material or workmanship, Combi shall have the right to inspect and investigate to determine the validity of the defect. To the extent Combi determines that there is a defect for which Combi is responsible, Combi, at its sole discretion, will have the option to repair the defect, replace the products, or refund Buyer the price paid for the defective product. The foregoing are the sole remedies available to Buyer for product defects.

Combi shall not be liable to Buyer for any incidental or consequential economic damages arising from the use or operation of the products, any defects in the products, or any failure of the product to conform to specifications, requirements or expectations of the Buyer.

ORDER CANCELLATION:

Cancellation or termination by Buyer of all or any part of an order must be submitted to Combi in writing prior to completion of manufacturing or shipment of all or a portion of the order. Upon cancellation or termination, Combi will invoice, and Buyer agrees to pay, an amount determined by Combi by multiplying the total order amount, as quoted by Combi, and multiplying

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such sum by the percentage of completion of the order at the time of termination, as determined by Combi. Combi reserves all other rights with respect to the order, and nothing in this agreement or any order implies that payment of amounts invoiced as a result of termination or cancellation are Combi's sole remedy.

ASSIGNMENT:

These Terms benefit Combi, its successors and assigns. Combi may assign its rights under these Terms, and the assignee and any subsequent assignee shall have all the rights and remedies of Combi under these Terms. Neither these Terms nor the obligations under these Terms may be assigned or transferred by Buyer unless separately agreed to by Combi in writing.

RISKS NOT ASSUMED:

Combi does not assume the risk of strikes or labor disturbances, floods, accidents, wars, governmental regulations, commercial frustration, failure of the usual sources of supplies of any products sold or materials used in the manufacture thereof, delays by carriers, or other cause or occurrence beyond its control. In the event of such occurrence or cause, Combi shall be excused from further performance under these Terms.

PATENT CLAIMS:

In the event of assertion of any claim against Buyer that the products sold hereunder constitute an infringement of any United States patent, or of any foreign patent for goods sold in a country where such foreign patent has been issued, Buyer shall give Combi prompt written notice by registered mail and immediately by email to Combi's home office furnishing information concerning the name of the person or firm asserting patent infringement, and a copy of the patent or patents that may be asserted, and giving Combi all necessary authority, information and reasonable assistance as requested by Combi to permit Combi to enable Combi to defend or settle such suit in its discretion.. Notwithstanding, Combi retains the right at its option to do any of the following:

- Procure for Buyer at Combi's cost a license from the patent owner to use the goods;
- Modify the product at Combi's cost so as to make it non-infringing without seriously impairing its performance;
- Replace the product at Combi's cost with other product that is substantially equal, but not infringing;
- Upon thirty days' prior written notice of removal, remove the product from Buyer's premises at Combi's cost, and refund to the Buyer the purchase price of the product;

Adoption by Combi of any of the foregoing options shall be the sole and exclusive remedies of Buyer in connection with the assertion of such patent infringement claim against Buyer. Buyer shall indemnify Combi against all claims arising out of alleged infringement of any patent, design, copyright or trademark with respect to any product made to Buyer's specifications or any product designed or constructed to handle, assemble or fill containers in accordance with Buyer's specifications, and against all claims of contributory infringement, activity inducing infringement, and infringement of any method or process claim resulting from use by Buyer of the goods sold hereunder.

SEVERABILITY; WAIVER:

In the event that any portion of these Terms and Conditions and Agreement are held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Terms and Conditions and Agreement and the remainder of the Agreement shall remain in full force and effect.

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No waiver of any breach or default under the Agreements shall be deemed to be a waiver of any preceding or subsequent breach or default.

ENTIRE AGREEMENT:

The Agreement, including without limitation all Attachments and this Terms and Conditions, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

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