

TERMS AND CONDITIONS OF SALE

WARRANTY DISCLAIMER. Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

1. Acceptance of Terms. This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By accepting delivery of the goods shown on this document, purchaser acknowledges that he/she has read and agrees to all Terms and Conditions of this agreement (hereafter the "Harrington Terms and Conditions"). If the purchaser has submitted a Harrington Credit Application, the Terms and Conditions contained therein are incorporated as if fully set forth herein. **No Terms or Conditions herein or in the Harrington Credit Application may be changed except by written consent of either an Officer or the Manager of Credit Services of Harrington. Any counter offers with terms and/or conditions different from the Harrington Terms and Conditions are expressly rejected.**

2. Terms of Payment. Unless otherwise indicated by Harrington on the face of this document, the total purchase price reflected by this document is due and payable in cash or check within 30 days. All invoices which are not paid within 30 days, and credit accounts which are delinquent, shall be assessed a 1-1/2% service charge (or the highest legal rate under applicable state law) for each month the invoice is not paid or the account is delinquent. No contractor or other discounts apply unless expressly set forth on the face of this document. No credit terms apply unless expressly set forth on the face of this document. Any sales taxes will be reflected on the face of this document and added to the total purchase price.

3. Terms of Delivery. Unless the purchaser and Harrington agree in writing otherwise, all shipments are F.O.B. point of original shipment. The risk of loss of goods, in the event of a breach or otherwise, passes to the purchaser upon Harrington's delivery of the goods to the carrier for shipment. The purchaser shall provide Harrington with the exact address of the place of delivery. Transportation charges when made freight prepaid by Harrington will be charged on the invoice as freight and handling. Transportation charges in all other cases will be paid by the purchaser directly to the carrier.

4. Shortages. Shortage claims will not be considered unless made in writing within 10 days of the purchaser's receipt of the goods. Freight shortage claims must be filed with the carrier.

5. Returns. Harrington will accept returned goods only if Harrington shipped them from its warehouse in error or under special circumstance expressly acknowledged by Harrington in writing. All return requests, other than requests pursuant to the limited warranty set forth in paragraph 8 below must be made within 10 days of receipt of shipment and must be approved by Harrington in writing. All written approvals will include the issuance of a Returned Goods Authorization Number. This number must be clearly marked on the outside of all cartons containing returned goods. All approved returns not caused by Harrington's shipping error will be subject to handling and restocking charges and must be in clean, resalable condition with freight prepaid. Harrington will deduct the amount of all proper approved returns from the invoice or account of purchaser, less any transportation, restocking and/or handling charges. Harrington will refuse any goods returned to Harrington without prior written approval and a return authorization number clearly marked on each carton. The refused returns will be returned to the purchaser. Goods returned to the purchaser for failure to observe this policy shall remain the purchaser's responsibility.

6. Non-Standard Products. Non-standard, special order or custom-made products are not subject to cancellation or return once the order has been placed by the purchaser.

7. Products not Manufactured by Harrington. All products not manufactured by Harrington carry the original manufacturer's warranty (copies on request). Harrington makes no express or implied warranties, including any warranties of merchantability or fitness for particular purpose, with respect to products not manufactured by Harrington.

8. Products Manufactured by Harrington. Harrington warrants that all products manufactured by Harrington will be free of defects in material and workmanship for a period of one (1) year from shipment date. This warranty does not cover the effects of normal wear and tear, abuse, abrasion, corrosion, extreme temperatures and/or improper storage or installation. Harrington makes no other express or implied warranties, including any warranty of fitness for a particular purpose with respect to such

products. The purchaser acknowledges that the limited one-year warranty set forth in this paragraph 8 is Harrington's only warranty. No verbal agreement(s) or representations by Harrington's agents constitute a warranty of any kind. The purchaser acknowledges that all non-standard, special order or custom-made products have been produced by Harrington in reliance on specifications and information provided by the purchaser.

9. **Purchaser's Remedy Under One-Year Warranty.** If any product is found unsatisfactory under the one year warranty set forth in paragraph 8 above, the purchaser must notify Harrington promptly in writing and after receiving Harrington's approval described in paragraph 5 above, the purchaser may return it directly to the place of shipment. This limited warranty may be utilized only by the original purchaser. Harrington shall inspect properly returned products. If the returned products are determined to be defective due to material or workmanship, Harrington shall replace or repair the returned products, free of all charges except transportation costs. The correction of any defects by repair or replacement shall fulfill all of Harrington's obligations and liabilities under this limited warranty and this agreement. The purchaser's remedy is limited to repair or replacement of the defective product. As described in paragraph 13 below, Harrington shall not be liable for special, consequential or incidental damages in any claim, action, suit or proceeding arising under this limited warranty. Returned products which are not defective shall be returned to purchaser and shall remain the purchaser's responsibility, including transportation costs.

10. **Failure to Notify Voids Limited Warranty.** Purchaser's failure to promptly notify Harrington of unsatisfactory operation, defects or any improper or unauthorized installation, maintenance, use, repair, or adjustments, shall terminate the limited one year warranty and shall relieve Harrington from any further responsibility thereunder.

11. **Force Majeure.** Harrington shall not be responsible for any expense, loss, or damage resulting from delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act of failure to act by the Government; a major equipment breakdown; or any other cause beyond the reasonable control of Harrington.

12. **Disclaimer of Damages for Improper Use.** Harrington shall not be responsible for damage to its products, or damage caused by its products, resulting from improper installation, maintenance, unintended use or attempts to operate such products beyond their mechanical or electrical capacity, intentionally or otherwise, or any unauthorized repair of its products.

13. **Disclaimer for Incidental, Special, and Consequential Damages.** In no event will Harrington be liable, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever, for labor costs, loss of anticipated profits or goodwill, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchase or replacement power, claims of customers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against purchaser based on the operation, non-operation, or use of the goods, or for any special, incidental, or consequential loss or damage of any nature, arising at any time from any cause whatsoever.

14. **Limitation of Liability.** Harrington's cumulative maximum liability under this agreement arising from any cause whatsoever, including but not limited to breach of contract, quasi-contract, tort (including negligence), strict liability, any other statutory remedy, breach of warranty, or any other cause or form of action whatsoever will not exceed the purchase price.

15. **Catalog.** All information, recommendations and suggestions appearing in Harrington's catalog are based upon tests and data believed to be reliable. However, it is the purchaser's responsibility to determine the suitability of Harrington's products for each application. Harrington does not accept responsibility for the accuracy of the information contained in its catalog. Harrington reserves the right to change the prices set forth in its catalog at any time and without notice to the purchaser or other customers. The catalog is not a part of this agreement.

16. **Breach and Remedies.** Any failure by the purchaser to tender full payment when due, or any wrongful rejection or repudiation of the Harrington Terms and Conditions shall constitute a material breach, and shall entitle Harrington to pursue any or all of its remedies under the Uniform Commercial Code and applicable state law. Harrington's remedies are cumulative and shall include without limitation: (a) Withholding delivery of products; (b) Stopping delivery by the carrier; (c) Reselling the products and recovering damages; (d) Recovering damages for nonacceptance and/or nonpayment; (e) Cancelling this agreement; and, (f) Reclaiming delivered products.

17. **No Waiver.** Any delay or failure by Harrington to enforce or pursue any or all of its remedies upon a breach by purchaser shall not be construed as a waiver of Harrington's rights under this agreement or applicable state law. Any waiver of Harrington's

rights or claims under this agreement must be in writing signed by Harrington and given in exchange for valuable consideration.

18. **Assignment and Delegation.** No right or interest under this agreement may be assigned by either party without the written consent of the other party. No duty or obligation under this agreement may be delegated by either party without the written consent of the other party. Any assignment or delegation not consented to in writing is void.

19. **Entire Agreement.** The Harrington Terms and Conditions set forth herein and the Harrington Credit Application, if applicable, constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to modify the Harrington Terms and Conditions or any other document relating to this sales, shall become a part of this agreement without the express written consent of Harrington.

20. **Severability.** If any part of this agreement is deemed unenforceable for any reason, the remainder of the agreement and the Harrington Terms and Conditions shall remain in full force and effect.

21. **Governing Law.** This agreement shall be construed under and controlled in all respects by the law of the state in which Harrington's distributing warehouse, from which purchaser made his purchase, is located. Purchaser agrees that personal jurisdiction and venue shall lie in the county in which the distributing warehouse, from which purchaser made his/her purchase, is located.

22. **Headings.** All headings are organizational devices only. They are not intended by the parties to have any legal import.

23. **Attorney's Fees.** In the event that any action or proceeding is brought to enforce Harrington's rights under or arising from this agreement, Harrington shall be entitled to its actual attorney's fees and court costs, unless the law of the forum state requires that the prevailing party or either party be entitled to attorney's fees, in which event the Harrington Terms and Conditions are modified to incorporate the forum state's requirements.

24. **Acceptance of Terms and Conditions of Sale.** Harrington's performance is conditioned upon purchaser's assent to the Harrington Terms and Conditions. Harrington hereby gives notice of its objection to any additional or different terms or conditions contained in any purchaser acceptance, purchase order, acknowledgement, or other document.