

**PCD PACKAGING MEXICO, S. DE R.L. DE C.V.
TERMS AND CONDITIONS OF SALE**

1. **AGREEMENT.** The provisions in the applicable price quotation or invoice (the "Documentation") and these terms and conditions constitute the entire agreement ("Agreement") between the recipient as Buyer (as identified in the Documentation) and PCD Packaging Mexico, S. de R.L. de C.V. (hereinafter defined as "PCD Mexico") as seller. Acceptance of this offer is expressly limited to these terms and conditions and any additional or different terms or conditions in the Documentation, and any purported modification or revision of this Agreement, whether written or oral, shall be deemed objected to by PCD Mexico without need of further notice of objection and shall be of no effect nor in any circumstances binding upon PCD Mexico unless expressly agreed to in a writing signed by an authorized representative or agent of PCD Mexico.
2. **PRICE.** Unless otherwise agreed to in a writing signed by an authorized representative of PCD Mexico, the price for the goods sold shall be PCD Mexico's price in effect for such goods on the date of shipment of such goods. Except as expressly stated, prices quoted do not include freight, insurance, special packaging or sales, use, excise or similar taxes. Notwithstanding any prior commitment as to price, PCD Mexico reserves the right to increase the price for the goods sold at any time during the course of this Agreement as necessary to cover any increase in costs incurred by PCD Mexico in connection with the goods supplied to Buyer.
3. **PAYMENT.** Net 30 days unless otherwise specified. All payments shall be made in Mexican Pesos. If and when PCD Mexico deems itself insecure as to Buyer's ability to pay for all goods as specified in these terms and conditions, PCD Mexico may refuse delivery except for cash or sight draft. Prior to receiving payment, Seller will deliver to Buyer proper invoices complying with all of the terms of the Order and complying with all Mexican legal and tax requirements, including a breakdown of the Value Added Tax ("VAT"), if applicable. The price for supplies also includes all duties and taxes, except for VAT. All payments made by Buyer to Seller will be made along with the applicable VAT. If Seller is an individual and tax withholding is required, Seller will make the corresponding income tax, VAT or other required withholdings. Buyer is not responsible for any business activity taxes, payroll taxes or any federal, state, municipal or other taxes on Seller's income or assets. Where applicable, all expenses, taxes, fees and any other expenditures related directly or indirectly to the importation of Supplies (including but not limited to importation duties, countervailing duties, customs broker fees, VAT on importation, Customs Transmittal Fees (Derecho de Tramite Aduanero), and any other similar charges or fees, will be paid by Seller.
4. **WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY AND REMEDY.** Except as to corrugated products as described below, PCD Mexico warrants that its products, at the time of shipment, conform to the applicable descriptions set forth in the Documentation and are free from defects in material and workmanship. PCD MEXICO MAKES NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OR USE OF ANY PCD MEXICO PRODUCT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Any claim made pursuant to the foregoing warranty must be in writing and received by PCD Mexico no later than within fifteen (15) days of the discovery by Buyer of the defect giving rise to such claim and in any event must be received by PCD Mexico within 90 days of the date of shipment by PCD Mexico of the product claimed defective. Upon timely receipt of a claim, PCD Mexico shall have the option either to inspect the product while in Buyer's possession or to require Buyer to return the product to PCD Mexico's place of business for inspection. Claims not made in accordance with these terms and conditions will be barred. PCD Mexico shall not be liable for defects in products that have not been stored or used in accordance with PCD Mexico's recommended procedure or which have been modified in any manner. PCD Mexico shall, at its option, either replace the nonconforming or defective product which is the subject of a valid claim made in compliance with these terms and conditions or refund to Buyer its purchase price. The foregoing states Buyer's sole and exclusive remedy for any breach of warranty.

With respect to corrugated products of any type, PCD Mexico generally obtains such products and/or the components thereof from third party manufacturers. PCD MEXICO MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OR USE OF ANY CORRUGATED PRODUCTS, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. All corrugated products are sold on an "as is" basis.
5. **TITLE TO GOODS.** All sales shall be FOB Seller's place of business. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of shipment and accompanied by the original transportation bill signed by carrier noting that carrier received material from Seller in the condition claimed.
6. **RISK OF LOSS.** The risk of loss of the goods shall pass to Buyer upon the earliest occurrence of either of the following events: (1) the Seller's delivery of the goods to the carrier of Seller's reasonable choice for shipment to Buyer, or (2) the Seller's delivery of notice to Buyer that the goods are available for collection.
7. **SHIPPING AND DELIVERY.** Shipping dates represent PCD Mexico's best estimate and the parties expressly agree that time of shipment is not of the essence. If Buyer desires goods to be shipped to a location different than Buyer's premises, Buyer must instruct PCD Mexico in writing as to the delivery location and all payments upon shipment are due and payable from Buyer irrespective of the point of delivery.
8. **FORCE MAJEURE.** PCD Mexico shall not be liable for delays in delivery or failure to manufacture or deliver due, directly or indirectly, to: (1) any cause beyond its reasonable control; (2) acts of God, acts of Buyer, acts of any civil or military authority, priorities or allocations, fires, labor disputes, earthquakes, floods or other weather conditions, accidents, epidemics, wars, riots or other civil disturbance, delays in transportation or car shortages, or delays or defaults by PCD Mexico's suppliers or subcontractors or other inability to obtain necessary labor, fuel, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Buyer's sole and exclusive remedy for any other delay or failure to manufacture, ship, deliver, repair or replace any item shall be limited to the return of any products subject to such unexcused delay and/or the recovery of any part of the invoice price of such products previously paid to PCD Mexico.
9. **PATENTS/EXCLUSION OF WARRANTIES.** All warranties against patent infringement, whether express, implied, or statutory, are excluded from this transaction and shall not apply to the goods sold; provided, however, PCD Mexico shall have no liability or responsibility with respect to any product supplied by or manufactured to the specifications of Buyer infringing any United States or foreign patent, and Buyer will indemnify and save PCD Mexico harmless from any such claim of infringement, including, without limitation, payment of PCD Mexico's attorneys' fees. Buyer shall promptly notify PCD Mexico if it learns that any product which PCD Mexico is quoting or offering for sale, or use thereof, infringes or possibly infringes any patent. If any infringement or possible infringement exists, PCD Mexico reserves the absolute right to withdraw without liability any quotation and cancel any contract already made for the sale of such products. Upon receipt of prompt written notice of any claim of infringement, PCD Mexico will, if in its judgment the claim is well founded, refund to Buyer the purchase price of the infringing products. Such refund shall be Buyer's sole and exclusive remedy and shall be deemed full and complete satisfaction of PCD Mexico's liability and responsibility to Buyer for such infringement or claimed infringement.
10. **LIMITATION OF LIABILITY.** Without limiting any other disclaimer or limitation of liability or remedy contained herein, PCD Mexico's liability on or claim of any kind, including breach of contract or warranty and negligence, strict liability or other tort, for any loss or damage arising out of, connection with or resulting from this Agreement or from the performance, nonperformance or breach thereof, or from the sale, delivery, resale, repair, replacement or use of, or inability to use, any products, services or advice covered by or furnished under or in connection with this Agreement, shall in no case exceed the purchase price allocable to the product which gives rise to the claim. IN NO EVENT SHALL PCD MEXICO BE LIABLE FOR INJURY TO PERSON OR PROPERTY, LOSS OF BUSINESS OR PROFIT OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
11. **CANCELLATION.** PCD Mexico reserves to itself the sole right to decide whether purchased materials may be returned for credit. In the event that Buyer is given such right, there will be a nominal restocking charge, and material must be returned with freight charges prepaid. Buyer shall not return merchandise to PCD Mexico unless and until Buyer has received written shipping instructions from PCD Mexico.
12. **TAXES.** All federal, state and local taxes imposed on the sale or use of any products or the furnishing of any service shall be charged to and paid by Buyer.
13. **SETOFF.** PCD Mexico may setoff any unpaid obligations of Buyer to PCD Mexico and/or its affiliates against any obligations owed to Buyer from PCD Mexico and/or its affiliates, whether arising pursuant to this Agreement in respect of Buyer or pursuant to any other agreement or contract for liabilities and obligations of Buyer and PCD Mexico and/or its affiliates.
14. **ADDITIONAL REMEDIES.** If Buyer fails to make payment of any invoice to PCD Mexico or if the financial or business condition or responsibility of Buyer shall become impaired or unsatisfactory to PCD Mexico, PCD Mexico reserves the right to withhold delivery of all or part of the products subject hereto, without prejudice to any other legal or equitable remedy, until past due payments are made and satisfactory assurance of payment is received. PCD Mexico shall, in addition to the remedies set forth herein, be entitled to all rights and remedies provided for in terms of the applicable Mexican law, as from time to time amended, and at equity.
15. **GENERAL.** This Agreement shall be construed, and the rights, duties, liabilities and remedies of the parties shall be determined, in accordance with the laws of the State of Monterrey, Nuevo, Mexico. Failure of PCD Mexico to enforce or to require performance of any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of PCD Mexico thereafter to enforce each and every provision of this Agreement. Any waiver of a condition made by PCD

Mexico shall be deemed only a waiver of that condition and only at that specific instance and shall have no effect on that condition in other instances or on any other condition contained herein. PCD Mexico may recover from Buyer applicable costs and expenses, including but not limited to reasonable attorneys' fees, incurred in seeking enforcement of this Agreement. Products manufactured by PCD Mexico are made in compliance with Mexican law.