

GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability:** These terms and conditions of sale ("**Terms**") are the only terms that govern the sale of the products ("**Products**") by PennPac Company ("**PennPac**") to Buyer ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. This Agreement may only be amended or modified in a writing which specifically states that it amends these Terms and includes handwritten signature of an authorized representative of each party ("**Signed Writing**").
2. **Orders:** All orders are subject to acceptance by PennPac. Confirmation of an order will be sent via email acknowledging the order in writing and/or supplying a copy of the internal order (the "**Order Confirmation**"). The Products covered by the Order Confirmation cannot be cancelled or altered except with PennPac's written consent.
3. **Entire Agreement:** The Order Confirmation and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
4. **Delivery/Inspection:** Buyer shall immediately note on the Bill-of-Lading ("**BOL**") or Delivery Receipt, any damage to product. Failure to note damage on BOL or Delivery Receipt, shall be conclusive proof that the Products have been received in satisfactory condition. Buyer shall inspect the Products within ten (10) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Products unless it notifies PennPac in writing of any Nonconforming Products during the Inspection Period. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packing incorrectly identifies its contents.
5. **Minimum Order Quantity ("MOQ"):** The MOQ will be defined during the quoting process and confirmed on each Order Confirmation.
6. **Quantity Tolerance (stock films):** All films shall have a tolerance set forth on the Order Confirmation. Deliveries within the tolerances set forth above shall be deemed completed deliveries. Buyer shall accept and excess quantities within such permissible overrun tolerances.
7. **Pricing and Payment Terms:** Pricing for Products quoted by PennPac are firm for the time-period stated in the Order Confirmation/Invoice. Buyer shall pay all invoiced amounts due to PennPac within the terms listed on the Order Confirmation. Any amount not paid within the stated terms of the invoice date will result in a 1.5% interest rate per month. PennPac, in its sole discretion, may hold further shipments until any outstanding invoices are paid.
8. **Shipping Terms:** Shipping terms will be defined during the quoting process and confirmed on each Order Confirmation.
9. **Returns:** PennPac will not accept Products returned without an authorization from PennPac. Returned Products must be packaged properly to prevent damage and maintain food safety standards.
10. **DISCLAIMER:** PENNPAC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; (d) WARRANTY AGAINST MACHINABILITY; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL PENNPAC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless PennPac and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, fees and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Indemnified Party, relating to any claim of a third party or PennPac arising out of or occurring in connection with the Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without the Indemnified Party's prior written consent.

13. **Governing Law:** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of South Carolina.

14. **Submission to Jurisdiction:** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of South Carolina in each case located in the County of Greenville, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15. **Assignment:** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without a Signed Writing by PennPac. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever

17. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

18. **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Survival:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Governing Law, Submission to Jurisdiction and Survival.

Company: _____

Customer Print: _____

Customer Signature: _____

Job Title: _____

Date: _____