

## CUSTOM PAPER TUBES GENERAL TERMS & CONDITIONS OF SALE

**DEFINITIONS:** The term “CPT” refers to Custom Paper Tubes, LLC, an Ohio limited liability company. The term “Customer” refers to the person that purchases any Products and also includes such person’s employees, subcontractors, independent contractors, and all of their individuals and business entities purchasing Products on such person’s behalf. The term “Products” refers to CPT products that are to be manufactured and sold to Customer by CPT.

**ACCEPTANCE:** These General Terms and Conditions of Sale, together with any specific provisions set forth in any price quote, purchase order, or invoice from CPT describing the purchase of Products, contains the entire agreement between Customer and CPT with respect to such purchase. CPT is not bound to any additional or different terms or conditions unless expressly agreed by CPT in writing. By accepting delivery of the Products, Customer accepts and agrees to be bound by these General Terms and Conditions of Sale in effect at the time of the purchase of the Products. CPT may change these General Terms and Conditions of Sale without prior written notice at any time, in CPT's sole discretion. All purchases of Products will be subject to the General Terms and Conditions of Sale in effect at the time of the purchase of the Products.

**PRICES AND PAYMENT:** All prices are subject to change without notice. Unless otherwise stated on a price quotation from CPT, all price quotations will expire thirty (30) days from date of issuance. CPT reserves the right to correct any clerical errors or omissions. All purchases are to be made in U.S. Dollars. Unless CPT otherwise agrees, Customer will make payment in full prior to manufacture or shipment, as the case may be, of the Products. Payment is due no later than 30 days from the date of CPT's invoice, unless different credit terms have been agreed to in writing by both Customer and CPT. All sums not paid when due will accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. In the event of any order for multiple items, each item(s) will be invoiced when shipped.

**TAXES:** All prices are exclusive of, and Customer shall pay, applicable sales, use, value added or like taxes, with respect to the Products unless Customer has provided CPT with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.

**TITLE AND RISK OF LOSS:** Customer will be responsible for freight and delivery to the destinations specified by Customer. All freight and delivery charges will be paid by Customer, unless otherwise agreed to by CPT in writing. Customer will also bear all risk of loss and damage to the Products until final acceptance by Customer at the “ship to” destination specified by Customer. Notwithstanding the foregoing, CPT retains a security interest and right of possession in the Products until Customer makes full payment.

**RETURN/CANCELLATION POLICY:** All Products are custom manufactured and are non-returnable and the price thereof non-refundable, except as otherwise agreed by CPT in writing.

**WARRANTY:** For a period of six (6) months following the date of purchase, CPT represents and warrants that all Products furnished to Customer will: (i) be free from defects in workmanship, material, manufacture and design (unless Customer has specified a design); (ii) be free and clear of any liens, security interests or other adverse claims against title; and (iii) not infringe any United States or foreign patents, trademarks, trade secrets, copyrights or proprietary rights of any third party. Notwithstanding the foregoing, CPT’s warranty shall not extend to defects resulting from exposure of Products by Customer or during delivery to prolonged or immoderate temperatures (below 45°F/above 90°F) or humidity, or to

direct sunlight, and/or to other weather elements. Except as set forth in these General Terms and Conditions of Sale, CPT makes no warranty of any kind, expressed or implied, including any warranties of merchantability or fitness for a particular purpose, and Customer assumes all risk and liability for the use of the Products, whether used singly or in combination with other products. CPT makes no warranty to subsequent buyers of the Products and/or integration or use of the Products to end-users.

**DISCLAIMER:** Products may contain natural or recycled materials, which may cause slight variations in color, fit, and/or consistency of appearance within lots or between lots. CPT can not guarantee against such variations and such variations shall not be deemed a valid warranty claim.

**REMEDIES FOR BREACH OF WARRANTY:** If any Products do not meet the warranties specified, Customer must call CPT at (800)343-8823, or e-mail: Sales@custompapertubes.com, or directly contact your assigned sales representative within the warranty period with a description of the problem. If CPT determines that the problem constitutes a valid warranty claim, CPT may at its option: (i) correct at no cost to Customer any defective or nonconforming Products by repair or replacement; or (ii) permit the return of the defective or nonconforming Products at CPT's expense and refund to Customer the price thereof.

**LIMITATION OF LIABILITY:** CPT, IT'S DISTRIBUTORS AND SUPPLIERS (INCLUDING ITS OFFICERS, EMPLOYEES, AND AGENTS) SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF CPT, OR ITS DISTRIBUTORS AND SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS, CPT IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS.

**FORCE MAJEURE:** CPT will be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation, or inability to obtain necessary labor or materials. CPT's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event CPT is unable to perform in whole or in part because of any excusable failure to perform, CPT may cancel orders without liability to Customer.

**GOVERNING LAW/VENUE:** This agreement is governed by Ohio law as such laws apply to agreements entered into and to be performed entirely within Ohio between Ohio residents. Venue of all actions shall be in Cuyahoga County, Ohio.