

Plastics Plus Technology, Inc.
Terms and Conditions

1. The Standards and Practices of the Society of the Plastics Industry, unless otherwise set forth in this offer, are to be used in the interpretation of our agreement.
2. Tooling terms are 50% due with the order 50% upon approval of samples and prior to production.
3. The prices set forth are valid for the first order and is subject to modification for subsequent orders. Price is based upon present material costs. Fluctuations in material costs and availability may affect price.
4. The prices are valid for quantities in one lot or series of lots shipped immediately after manufacture.
5. Delivery of plus or minus 10% of the quantity ordered shall constitute fulfillment of the order and any excess not exceeding 10% shall be accepted and paid for by the Purchaser.
6. No finishing operations of any type are included unless specifically stated.
7. Unless otherwise stated, packing is bulk packing only.
8. Payment is due upon receipt of invoice. Unless otherwise stated, delivery is F.O.B. at our facility.
9. If inserts are to be supplied by the Purchaser, the Purchaser shall provide 10% more than the quantity of molded parts ordered 30 days prior to the time scheduled for molding.
10. Acceptance and Rejection of Goods. Purchaser promises to inspect all parts within 30 days of receipt, and after that time all parts are deemed to be accepted. Purchaser agrees that if the goods tendered under this contract are accepted, such acceptance satisfies all of PPT's obligations and after acceptance Purchaser shall have no remedy against PPT whatsoever for dimensional or finish variations.
11. Unless otherwise stated, molded parts will be of general commercial quality. Some dimensional variance from design specifications is expected. Molded parts shall be deemed acceptable if they are made to, and are unchanged from approved samples with respect to dimensional variations from the original specifications.
12. The goods covered by this contract are purchased as molded parts only. Replacement of defective parts shall be the buyer's exclusive remedy. PPT disclaims any implied warranties of merchantability and fitness for a particular purpose. All other warranties expressed or implied, are also excluded.
13. This written agreement is the complete and exclusive expression of the entire agreement between PPT and Purchaser. All oral expressions between the Purchaser and PPT, not set forth in this writing are not part of the agreement.
14. All modifications and amendments to this agreement must be in writing and signed by both Purchaser and PPT. It is understood that changes in design or delivery may increase the cost of the tooling and production and may cause a delay in the time required for performance.
15. PPT, is not responsible for damage or delay in performance caused by events beyond its control including but not limited to acts of God, acts of governmental entities, material supply limitations, labor interference.
16. PPT will not perform research and design for the Purchaser. PPT does not guarantee the performance of any material specified by Purchaser.
17. Purchaser warrants that it is the owner or has a legal right to the design of the parts ordered, and that the design is free from product defects. Purchaser agrees to indemnify and hold PPT harmless from any loss, costs, liability, damage, expenses including but not limited to all attorney fees, resulting from infringement or claimed infringement of patents or trademarks, or from any claims that result from the use or foreseeable misuse of the molded parts.
18. Purchaser grants to PPT a general lien upon all tooling in molder's possession for amounts due for any production. This lien will be in addition to any other legal remedies available.
19. If Purchaser fails to make any payment due PPT for any agreement or to anyone else for which PPT is liable because of this agreement, performance will be suspended.
20. Interest shall accrue for any unpaid balance at a rate of 1.5% monthly interest, or the maximum amount otherwise allowed by law.
21. The obligation to provide further services under this agreement may be terminated by either party upon written notice. In the event of termination, Purchaser will pay to PPT all services rendered to the date of termination including all reimbursable expenses including any amortized costs.
22. Both Purchaser and PPT each bind themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement in respect to all covenants, agreements and obligations of this Agreement.
23. Neither Purchaser, nor PPT shall assign, sublet or transfer any rights under or interest in this agreement, including, but not limited to any money that is or may become due, without prior written consent of the other unless restricted by law. No assignments will release or discharge the assignor from any duty or responsibility under this Agreement.
24. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Purchaser and PPT.
25. The law of the State of California shall be used in the interpretation of this Agreement.
26. Each party shall pay its own attorney fees necessary to enforce the terms of this agreement (or for any legal action) that results from the relationship between the parties or their successors.
27. Any action to enforce this Agreement, the terms of this Agreement, or any action related to the relationship between the parties to this Agreement, shall be conducted in San Bernardino County California.
28. All future orders for this molded part will be subject to the same terms and conditions of this offer unless modified in writing.
29. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof if less than \$10,000 in value will be decided by arbitration.