

MID-ATLANTIC PACKAGING, INC.'s TERMS AND CONDITIONS

These Terms and Conditions shall govern the sale by Mid-Atlantic Packaging, Inc. ("MAP") to the customer (the "Customer") of the products (the "Products") described on that certain invoice prepared by MAP and agreed to by the Customer (the "Invoice"), including, without limitation, any subsequent change orders thereto, which Invoice is hereby incorporated into these Terms and Conditions by reference.

1. Scope of Work; Changes to Invoice. MAP will provide the Products in accordance with the provisions hereof, and the Invoice. Any changes to the Invoice must be agreed upon by both MAP and the Customer and must be evidenced by a written change order.
2. Payment Terms. The fee and all payment terms will be set forth on the front of the Invoice. The fee is based upon the availability of the Products as of the date of the Invoice, and is subject to an increase in the event of a change in the availability of the Products prior to delivery to Customer, or a change in or modification to the Products needed by Customer. In the event of an increase in the fee, MAP will provide Customer with a change order reflecting such increase. Customer shall pay to MAP the amount of the increase upon execution of the change order. Invoices and/or change orders not accepted by Customer within thirty (30) days shall be void.
3. Payment for Products. Payment for the Products and installation of the Products shall be due within thirty (30) days from the date of MAP's invoice. Any amount not paid when due shall at the option of MAP accrue interest at the lower of 18% per annum or the highest rate permitted by applicable law. Payment of accrued interest shall be due MAP upon demand.
4. Excuse of Performance. No liability shall result from delay in performance by MAP caused by circumstances beyond its control, including, without limitation, an act of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the amount ordered at the discretion of the party affected without liability and MAP may allocate its available supply among its customers, but the order shall remain otherwise unaffected.
5. Title, Risk of Loss, Duties. For export sales, all duties, taxes (including, without limitation, value added taxes), and other official charges due upon importation are Customer's responsibility. For all sales, title to the Products and risk of loss of the Products shall pass to Customer upon delivery to carrier or to Customer's vehicle.
6. Financial Responsibility. If at any time and for any reason the financial responsibility of Customer shall become unsatisfactory to MAP, in MAP's sole discretion, MAP may require cash or satisfactory security on subsequent shipments or deliveries without impairing the obligation of Customer to take and pay for the Products ordered.
7. Limitations on Liability. Customer shall examine the Products for nonconformity promptly upon receipt. All claims of whatever nature shall be deemed waived unless all defects ascertainable at the time of giving notice are stated with particularity in writing and received by MAP, promptly upon discovery, and in any event within thirty (30) days of Customer's receipt of shipment. Any action based in whole or in part on the nonconformity of the Products must be commenced within one (1) year after the cause of action from the date of delivery. Customer shall not be entitled to set-off any amounts due Customer against any amount due MAP without MAP's prior written consent.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT; AND MAP SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. IN NO EVENT SHALL MAP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR, UNDER ANY CIRCUMSTANCES, FOR ANY LOSS, COST, EXPENSE OR DAMAGE IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR PRODUCTS WHICH ARE CONFIRMED TO BE DEFECTIVE.

8. Notices; Governing Law. This transaction shall be governed by the laws of the commonwealth of Pennsylvania, without reference to choice of law rules or to the Convention on Contracts for the International Sale of Goods. All notices required by the Invoice shall be sufficiently given if sent by U.S. certified mail (with return receipt), delivered by reputable overnight carrier (with return receipt), or delivered by personal delivery.

9. Dispute Resolution. If the parties are unable to resolve, within a reasonable time, any controversy, dispute or claim arising out of or relating to these Terms and Conditions, or their interpretation, performance, breach or termination, the parties agree to first discuss the dispute informally. If such informal discussion is not successful in achieving the resolution of the dispute, then such dispute shall be resolved by any party submitting such dispute to binding arbitration conducted, in accordance with the rules of the American Association of Arbitration, in Montgomery County, Pennsylvania. Such arbitration shall be held before a single arbitrator if the parties are able to agree upon such a single arbitrator; or, in all other cases, a panel of three (3) arbitrators (at least one of which must be knowledgeable in the manufacturing field) in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. If three (3) arbitrators are to be used, then each party to the dispute shall appoint one arbitrator and the third arbitrator shall be chosen by the two arbitrators so appointed within thirty (30) days after they are appointed. If such two (2) arbitrators fail or are unable to select a third arbitrator within such time period, then the third arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrators shall have the right and authority to determine how their decision or award as to each issue and matter in dispute may be implemented or enforced. The arbitrators shall be required to produce a written opinion setting forth the reasons for the decision or award made. The decision of a majority of such arbitrators shall be binding and conclusive on the parties hereto. There shall be no appeal therefrom other than for denial of due process, bias, fraud or misconduct on the part of one or more of the arbitrators. Judgment upon any decision or award may be entered in any court of competent jurisdiction. The parties agree that the existence of this arbitration provision shall not in any way limit the right of the parties to obtain interim relief, including, without limitation, a temporary restraining order, preliminary injunction or decree, as may be necessary, to protect either party against, or on account of, any breach or violation of these Terms and Conditions, in any court of law having jurisdiction thereof. The parties hereby submit to the jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania for this purpose, and consent to such venue and the convenience of such forum.

10. Attorneys Fees; Modifications; Miscellaneous. In the event that MAP hires an attorney to represent it in any dispute with Customer, including, without limitation, any failure by Customer to make payments required by these Terms and Conditions, and MAP prevails in such dispute, Customer shall pay MAP's attorneys fees and court costs. These Terms and Conditions may only be modified or revised by a writing signed by an officer of MAP. All of the provisions of these Terms and Conditions are separate and severable. If any of the provisions hereof are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof. The failure of MAP to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such rights or provisions in that or any other instance. These Terms and Conditions and the Invoice, contain the entire understanding between MAP and Customer with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings with regard thereto (including, without limitation, any correspondence prior to the date of the Invoice), express or implied, oral or written, except as herein contained. No consideration shall be given to the issue of which party actually prepared, drafted, requested or negotiated any provision of these Terms and Conditions or its deletion. The captions in these Terms and Conditions are for convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret, or construe the intentions of the parties.