

# Policy

RONCELLI PLASTICS, INC PROPRIETARY DOCUMENT

REVISION RECORD

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF RONCELLI PLASTICS, INC AND SHALL NOT BE REPRODUCED. THE INFORMATION CONTAINED HEREIN SHALL NOT BE DISCLOSED TO PERSONS EXCEPT THOSE NECESSARY TO PRODUCE THE PART OR PRODUCT OR USE THE PROCESS HEREIN SPECIFIED FOR RONCELLI PLASTICS, INC. NOR SHALL THE VENDOR BY THIS DOCUMENT BE LICENSED TO MANUFACTURE SUCH PART OR PRODUCT OR USE SUCH PROCESS EXCEPT IN THE QUANTITIES ORDERED ON RONCELLI PLASTICS, INC PURCHASE ORDERS. ANY EXCEPTION TO THE FOREGOING MUST BE APPROVED BY ADVANCE WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF RONCELLI PLASTICS, INC.

Rev	DESCRIPTION	BY	CHK	APVD	DATE
A	New format	CC	Jl	CC	4/5/2019

# Purchase Order Terms & Conditions



MONROVIA, CA

## Purchase Order Terms & Conditions

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**1. APPLICABILITY:** These Standard Purchase Order Terms and Conditions (these "Terms") are the only terms which govern the purchase of goods ("Goods") by Roncelli Plastics Inc., a California corporation ("Roncelli") from the Vendor named on the accompanying purchase order (the "Order"). The Order and these Terms (collectively, the "Agreement") comprise the entire agreement between Roncelli and Vendor, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions of sale regardless whether or when Vendor has submitted its sales confirmation of such terms. These terms apply to any repaired or replacement of Goods provided by Vendor. Roncelli is not obligated to any minimum purchase or future purchase obligations hereunder.

**2. ACCEPTANCE:** This Agreement expressly limits Vendor's acceptance to the terms of this Agreement. The shipping of Goods specified in this Order constitutes Vendor's acceptance of these Terms. Any different or additional items in Vendor's acceptance of the Order are hereby objected to and will be considered as proposals for addition to the Order and will not be binding unless agreed to in writing by Roncelli. Notwithstanding the foregoing, performance by Vendor in the absence of Roncelli's written agreement to any such proposals will not be binding on Roncelli but shall constitute Vendor's acceptance of these Terms. Roncelli may withdraw the Order at any time before it is accepted by Vendor.

**3. QUANTITY ACCEPTABLE ON THIS ORDER:** Roncelli will accept only Goods in the quantity consistent with best commercial practices, unless otherwise specified in the Order. If Vendor delivers a quantity of Goods in excess of the Goods ordered, Roncelli reserves the right to reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor's risk and expense. If Roncelli does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price (hereinafter defined) for the Goods shall be adjusted on a pro-rata basis. All material, including, but not limited to, raw and manufactured material must be certified compliant with all specifications, unless otherwise provided in the Order.

**4. CHANGE ORDERS:** Roncelli may at any time, by written instructions and/or drawings issued to Vendor (each a "Change Order"), order changes to the scope of the Order. Vendor shall within two (2) days of receipt of a Change Order submit to Roncelli a firm cost proposal for the Change Order. If Roncelli accepts such cost proposal, Vendor shall proceed with the ordered changes subject to the cost proposal and the terms and conditions of this Agreement. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in Vendor's compensation or the performance deadlines under this Agreement. In the event Vendor's claim for adjustment includes deliverables of the Goods rendered obsolete or in surplus as a result of a Change Order, Roncelli shall have the right to prescribe the manner of disposition of such deliverables. Nothing herein shall excuse Vendor from proceeding with this Order after issuance of any Change Order. This Order shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written Change Order hereto signed and issued by Roncelli.

**5. PRICE:** The price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Vendor's published price list in force as of the date of the Order, or such lesser price as may have been agreed upon by Roncelli and Vendor. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Roncelli.

**6. MOST FAVORED CUSTOMER:** Vendor represents and warrants that the Price for the Goods is the lowest price charged by Vendor to any of its external buyers for similar volumes of similar Goods. If Vendor charges any other buyer a lower price, Vendor hereby agrees to apply that price to all Goods under this Order. If Vendor fails to meet the lower price, Roncelli, at its option, may terminate this Order without liability pursuant to Section 13.

**7. PAYMENT TERMS:** Vendor shall issue an invoice to Roncelli on or any time after the completion of delivery and only in accordance with these Terms. Each invoice shall be billed in United States dollars, be accompanied by bill of lading or express receipt, be submitted in duplicate, and contain the following information: Order number, item number, description of item, sizes, quantities, unit prices, extended totals, and any other information specified in this Agreement. Payment of invoices shall be made by Roncelli within thirty (30) days, with a two percent (2%) discount applied to the amount of the invoice if payment is made within ten (10) days of the later of: (a) the scheduled delivery date; (b) the date of actual delivery; or (c) the date a valid invoice is received (the "Discount Time"). For the purposes of computing the Discount Time, payment is deemed to be made on the post-stamped date of any mailed payment by Roncelli. Payment of invoices by Roncelli shall not constitute acceptance of Goods and shall be subject to adjustments for errors, shortages, defects or other failures of Vendor to meet the requirements of the Order. Without prejudice to any other right or remedy it may have, Roncelli reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Roncelli to Vendor. In the event of a payment dispute, Roncelli shall deliver a written statement to Vendor no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 7. Roncelli and Vendor shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

**8. PACKAGING AND SHIPMENT:** Vendor shall pack all Goods for shipment according to Roncelli's instructions, but at all times in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide Roncelli prior written notice if it requires Roncelli to return any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense. Unless otherwise specified in this Order, all shipments of Goods shall be packed in compliance with common carrier requirements and in accordance with best commercial practices for obtaining the lowest transportation rates. All shipments of Goods will be valued as to obtain the lowest transportation rates and Vendor shall bear the expense of any premium transportation rates, unless otherwise agreed in writing by Roncelli. Excess transportation costs reasonably determined by Roncelli as resulting from Vendor's failure to comply with the provisions of this Section 8 shall be debited to the Vendor's account. Any and all prepaid transportation costs appearing on Vendor's invoice must be supported by freight bill or other equivalent instrument. Transportation insurance for loss or damage will not be purchased unless specifically directed a Roncelli authorized representative. The Order number assigned by Roncelli must appear on all shipping documents,

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shipping labels, invoices, packing lists, bills of lading, air waybills, correspondences and any other documents, packages, containers, or envelopes pertaining to the Order. Packages containing Goods should be constructed for mechanical device handling. Vendor shall enclose with each shipment of Goods to Roncelli a detailed summary of the contents contained in the shipment, including, but not limited to, information related to Roncelli's applicable Order number, the quantity of Goods (with certifications), necessary lifting, loading and shipping information, the date of shipment, and name and address of consignor and consignee.


**9. DELIVERY:** Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods, including all performance dates, timetables, project milestones and other requirements in this Agreement. Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by Roncelli and Vendor (the "Delivery Date"). If Vendor fails to deliver the Goods on the Delivery Date, Roncelli, without limiting any other of its rights or remedies pursuant to this Agreement, may debit from Vendor's account all reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date. Pursuant to Section 12 and Section 13, Roncelli may, by providing written notice to Vendor, terminate this Agreement or cancel all or part of the Order and Vendor shall indemnify Roncelli against all losses, claims and damages as a result of Vendor's failure to deliver the Goods on the Delivery Date. For any Goods delivered prior to the Delivery Date, which shall not exceed ten (10) business days in advance of stated Delivery Date is acceptable, Roncelli may, at its option either: (i) return the goods at Vendor's expense and Vendor shall redeliver the Goods on the Delivery Date; or (2) place the Goods in storage and withhold payment therefore per the terms set forth in Section 7.

**10. INSPECTION:** Roncelli shall have the right to inspect and test the Goods at all reasonable times and places before, during or after manufacture, and/or on or after the Delivery Date. Roncelli may reject all or any portion of the Goods if it determines the Goods are defective in materials, workmanship, or are otherwise not in conformity with the requirements of the Order. If Roncelli rejects any portion of the Goods, Roncelli shall have the right, whether or not payment has been made by Roncelli, effective upon written notice to Vendor, to: (i) rescind this Agreement in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. Any rejected Goods may, in Roncelli's sole discretion, be returned to Vendor at Vendor's expense. If Roncelli requires replacement of the Goods, Vendor shall, at its expense, replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, Roncelli may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 13. Any inspection or other action by Roncelli under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and Roncelli shall have the right to conduct further inspections after Vendor has carried out its remedial actions. In no event shall Roncelli be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Vendor, Vendor shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Vendor further agrees to maintain adequate authenticated inspection and cost documents that relate to work performed under this Order. Such records shall be retained by Vendor after completion of the Order or as otherwise specified by Roncelli and made available to Roncelli upon request. Vendor agrees to supply Roncelli Plastics Inc. with inspection and cost reports, affidavits, certifications and any other documents as may be reasonably requested in connection with the Goods.

**11. CONFIDENTIAL AND PROPRIETARY INFORMATION:** As used herein, "Confidential and Proprietary Information" shall include any information that is clearly identified in writing at the time of disclosure as confidential or proprietary as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential or proprietary. Confidential and Proprietary Information includes any and all technical or business information, including drawings, specifications or data to the benefit of itself or any other party third party information, furnished or disclosed, in whatever form or medium (regardless of whether tangible, intangible, visual or oral), by Roncelli to the Vendor, or which the Vendor may have access to, including but not limited to information regarding patents and patent applications, trade secrets, works of authorship, software programs, software source documents, software architecture, algorithms, formulae, ideas, techniques, know-how, processes, inventions, apparatuses, equipment, models, information related to current, future and proposed products and services, research, experimental work, development, design details, specifications and engineering information, financial information, procurement, purchasing and manufacturing requirements, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising information, marketing plans and information regarding third parties. Confidential and Proprietary Information includes information directly or indirectly acquired by the Vendor as a result of entering the nonpublic areas of Roncelli's facilities, including information on whiteboards and in overheard conversations. Vendor will not, during any involvement with Roncelli or during the five (5) years following the termination of Vendor's affiliation with Roncelli, directly or indirectly use, divulge, furnish or make accessible to anyone any knowledge or information with respect to the Confidential and Proprietary Information. In addition, Vendor will not, without the prior written consent of Roncelli, retain any of Roncelli's Confidential and Proprietary Information. Vendor shall keep confidential all information, submitted by Roncelli to Vendor under, pursuant to, or in connection with this Order and shall upon request, return all documents furnished by Roncelli. Except as required for the efficient performance of this Order, Vendor shall not make copies of any documents provided by Roncelli.

**12. LIMITATION OF LIABILITY:** Nothing in this Order shall exclude or limit (a) Vendor's liability under Section 11, Section 18 and Section 20 hereof, or (b) Vendor's liability for fraud, personal injury, or death caused by its negligence or willful misconduct. Each party's maximum liability to the other party shall not exceed the aggregate amount actually paid or payable under this Order.

**13. TERMINATION:** In addition to any remedies that may be provided under these Terms, Roncelli may terminate this Agreement with immediate effect upon written notice to Vendor, either before or after the acceptance of the Goods, if Vendor has not performed or complied with any of these Terms, in whole or in part. If Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Roncelli may terminate this Agreement upon written notice to Vendor. If this Agreement is terminated as provided herein, Roncelli, in addition to any other rights provided in under these Terms, may require Vendor to transfer title to Roncelli, in the manner and to the extent directed by Roncelli, any completed or partially completed Goods and any materials, parts,

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tools, dies, jigs, fixtures, plans, drawings, information and manufacturing materials specifically produced or acquired for performance of this Order. If Roncelli terminates this Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted by Roncelli prior to the termination. Upon notice of termination, Vendor shall submit promptly to Roncelli, but in no event later than one (1) month from the effective date of termination, a claim for reimbursement for the Goods received and accepted by Roncelli prior to the termination. Such actual costs shall exclude any charges for the interest or loss of material or parts which can be delivered or diverted to others. The claim shall not exceed the pro-rate portion of the Order which is cancelled pursuant to such termination.

**14. INSURANCE:** During the term of this Agreement and for a period of six (6) months thereafter, Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 and Workman's Compensation Insurance covering all of Vendor's employees and subcontractors performing service relating to the Goods on Roncelli property with financially sound and reputable insurers. Upon Roncelli's request, Vendor shall provide Roncelli with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Roncelli as an additional insured. Vendor shall provide Roncelli with 60 days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor.

**15. RONCELLI'S PROPERTY:** Title to all materials furnished to Vendor by Roncelli in connection with this Agreement or paid for by Roncelli shall remain the sole property of Roncelli. Vendor shall not alter or use such property for any purpose other than that specified by Roncelli, or for any other purpose without written consent of Roncelli. Vendor shall keep adequate records of such property and such records shall be made available to Roncelli upon request and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practices all at Vendor's expense. Unless otherwise agreed to by Roncelli, Vendor shall insure Roncelli's interest in such material against loss or damage by reason of fire (including extended coverage), flood accident, theft, riot or civil commotion. In the event that Roncelli's property becomes lost or damaged to any extent while in Vendor's possession, Vendor agrees to indemnify with actual replacement costs Roncelli or replace such property at Vendor's expense in accordance with Roncelli's request. At the completion or termination of the Order, Vendor shall request disposition instructions for all such property or the remainder thereof, whether in its original form or semi-processed form. Vendor agrees to make such property available as directed by Roncelli, including preparation, packaging and shipping.


**16. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable international, federal, state, and local laws, regulations and ordinances. Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Vendor shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Vendor. Vendor assumes all responsibility for shipments of Goods requiring any government import clearance. Roncelli may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

**17. ASSIGNMENTS AND SUBCONTRACTS:** Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement nor transfer to a third party any intellectual property right that is licensed to Roncelli without the prior written consent of Roncelli. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder. Roncelli may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Roncelli's assets.

**18. WARRANTIES:** Vendor warrants to Roncelli that for a period of twelve(12) months from the Delivery Date, all Goods will: (i) be free from defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, samples and other requirements specified by Roncelli; (iii) be fit for their intended purpose; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Roncelli, and shall run to Roncelli, its successor and assigns, and the users of Goods covered by this Order. Vendor warrants that the prices specified in this Order do not exceed the prices charged for like quantities of the same or substantially similar articles to any other purchaser. Vendor represents and certifies that the Goods and all material, parts and components delivered under this Order are new and authentic and are not counterfeit. Unless otherwise specified in this Order, all tooling and/or other articles required for the performance hereof shall be furnished by Vendor, maintained in good condition and replaced, when necessary, at Vendor's expense. If Roncelli agrees to pay Vendor for special tooling or other items either separately or as a stated part of the unit Price of Goods purchased herein, Roncelli shall retain full legal title to the same as its personal property. The warranties set forth in this Section 18 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Roncelli's discovery of the noncompliance of the Goods with the foregoing warranties. If Roncelli gives Vendor notice of noncompliance pursuant to this Section within two (2) years after the Delivery Date or within one (1) year from installation, whichever is earlier, Vendor shall, at its own cost and expense, (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods to Roncelli, and, if applicable, (ii) repair or replace the applicable Goods.

**19. THE RIGHT OF ACCESS:** Roncelli, their customers and regulatory authorities shall have full rights of access to the applicable areas of all facilities, at any level of the supply chain, involved in the Order and to all applicable records.

**20. GENERAL INDEMNIFICATION:** Vendor shall defend, indemnify and hold harmless Roncelli, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall not enter into any

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settlement without Roncelli's prior written consent.

**21. FOD:** Vendor shall develop and maintain a Foreign Object Debris/Damage ("FOD") prevention program for manufacturing areas to prevent introduction of foreign objects into any item delivered under this Order.

**22. PATENTS:** Vendor shall, at its expense, defend and hold harmless Roncelli and any Indemnitee against any and all Losses arising out of or in connection with any claim that Roncelli's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vender enter into any settlement without Roncelli's or Indemnitee's prior written consent. Where performance under this Order includes experimental, developmental or research effort, paid for in whole or in part by Roncelli, Vendor agrees to disclose to Roncelli all confidential processes, know-how and trade secrets resulting therefrom and, on request, to assign to Roncelli each invention and property right resulting therefrom.

**23. GOVERNING LAW; SUBMISSION TO JURISDICTION:** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. 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 California in each case located in the City of Monrovia and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Notwithstanding the foregoing, any provision that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulations ("FAR") or the Defense Federal Acquisition Regulations Supplement ("DFAR"), as the case may be; (ii) incorporated in full text or by reference from any agency regulation that implements of supplements from FAR or DFAR; or (iii) that is substantially based on any such agency regulation or FAR or DFAR provision, shall be construed and interpreted according to federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals and quazi-judicial agencies of the Federal Government.

**24. EQUAL EMPLOYMENT OPPORTUNITY:** The terms and conditions of Executive Order 11240, as amended, governing equal employment opportunity, and Section 503 of the Rehabilitation Acts of 1973, as amended (29USO793), and Section 102 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (38USC2012), along with rules and regulations promulgated there under, are incorporated herein as part of the Order with which Vendor represents that Vendor will comply to the extent applicable.

**25. SMALL BUSINESS CONCERNS, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** To the extent applicable there are hereby incorporated the provisions of the United States Government's Procurement Requisitions governing Utilization of Small Business Concerns, Utilization of Minority and Women-Owned Business Enterprises in the performance of work and rendition of services under Government procurement contracts.

**26. WAIVER:** No waiver by Roncelli of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Roncelli. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**27. FORCE MAJEURE:** Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Vendor's economic hardship or changes in market conditions are not considered Force Majeure Events. Vendor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Vendor from carrying out its obligations under this Agreement for a continuous period of more than 30 business days, Roncelli may terminate this Agreement immediately by giving written notice to Vendor.

**28. 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.

**29. 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 this Agreement.

**30. CUMULATIVE REMEDIES:** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**31. NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in



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writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**32. 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.

**33. 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: Insurance, Compliance with Laws, Confidential Information and Proprietary Information, Governing Law; Submission to Jurisdiction and Survival.

**34. AMENDMENT AND MODIFICATION:** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of Roncelli and Vendor.

**35. GOVERNMENT CONTRACT:** If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a contract with the government or a subcontractor hereunder, the terms that the Federal Acquisition Regulations or other appropriate regulations, require to be inserted in contracts or subcontracts shall be deemed to apply to this Order.

**36. PRIORITY RATING:** If so identified, the Order is a "rated order" certified for national defense use, and Vendor shall follow all the requirements of the Defense Priorities and Allocation System regulation (15 C.F.R. Part 700)

**37. TRADE CONTROL COMPLIANCE:** Vendor shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which Vendor conducts business pursuant to Order, including but not limited to the Export Administration Regulations (EAR) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, the U.S. Custom & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the treasury, Office of foreign Assets Control (collectively, "Trade Control Laws").

**38. SHELF LIFE:** Finished products or material supplied on this Order that are subject to expiration, or "shelf life" are to be certified to have a minimum of 80% shelf life remaining at time of shipment. Manufacture and expiration dates are to be clearly stated on all relevant paperwork including but not limited to: packing list and certification.

**39. EMPLOYEE AWARENESS:** Roncelli Plastics suppliers are required to promote a culture of employee awareness of their contribution to product and service quality, their contribution to product safety, and the importance of ethical behavior.



Christopher R. Cole  
President / COO, Roncelli Plastics, Inc.



Joel Isaguirre  
Quality Assurance Manager, Roncelli Plastics, Inc.



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