



Terms of Sale for Carow International Inc.

The delivery of this merchandise makes this contract firm and non-cancelable. Title to all merchandise remains vested in Seller under all rights of an additional Bill of Sale until paid in full. Bills are due and payable in accordance with the terms herein indicated, and Buyer agrees to pay interest at the highest rate per annum allowable by Illinois law, on all past due obligations. Buyer further agrees to pay any and all attorneys' fees, including appellate fees, court costs and other expenses in connection with any legal services incurred by Seller, or suit brought by the Seller, covering any merchandise under this deliver.

We specifically caution the buyer that not all products are compatible with plastic, glass or metal, and not use the cans, bottles, closures, pumps or other articles for the packaging of any abrasive, caustic or acidic solutions or any other substance of the same or different nature which is likely to cause injury to person or property. Without limiting any other provisions of this acknowledgment or any other agreement between the Buyer and us, we shall not be liable for, and the Buyer, assumes all liability for and shall indemnify us against any and all loss, damage, liability, claims, suits, costs and expenses (including reasonable attorneys' fees), which may be brought against or suffered or incurred by us, as a result of any personal injury (including death), and/or property damage arising out of or connected with the handling, transportation, processing, further manufacturing, other use or resale of said goods, used along or in combination with any other material. This obligation of Buyer shall continue and shall be effective even if we were partially or solely negligent.

1. Limitation of Liability

Every claim on account of defective or nonconforming goods, short count, or for any other cause of the same or different nature, shall be deemed waived by the Buyer unless made in writing and received by Seller within thirty (30) days from the date of shipment of the goods to which such claim relates. Defective or nonconforming goods may be returned to the Seller only after Seller is given an opportunity to conduct adequate inspection and investigation of said goods and only upon receipt of definite written instructions from Seller, and transportation charges for the return of the goods shall not be paid unless authorized in advance in writing by the seller. BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S TOTAL LIABILITY FOR ANY OR ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE LESSER OF (a) THE PURCHASE PRICE OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE ARISES, OR (b) BUYER'S ACTUAL DAMAGES; AND SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY CAUSE.

2. Indemnification for Hazardous Products

It is Seller's policy not to sell bottles, cans, pails, closures, pumps or other packaging products for the packaging of hazardous substances and products. Buyer recognizes, however, that it is his, and his customer's sole responsibility to determine the adequacy of the package for the Buyer's, or his customer's particular product due to their peculiar knowledge of such matters as (a) product formulation of the intended products, (b) intended use of the container, (c) the filling, assembly and packing operations to be utilized, (d) the shipping and storage conditions, and (e) the method of merchandising the filled container, including handling and shelf life. In

addition, the Buyer and his customer have sole control over any warning to be given concerning the use and handling of the product and container as well as the adequacy of any such warning. Buyer assumes all liability for, and shall indemnify Seller and hold Seller harmless from loss or expense imposed on Buyer for damages resulting from the death or injury to persons or destruction of property caused by the negligent act or omission of Seller, its agents or employees in fulfillment of this order.

3. Termination

(a) Buyer's rights hereunder shall automatically terminate in the event that it is adjudicated as bankrupt, becomes insolvent or makes a general assignment for the benefit of its creditors.

(b) Seller reserves the right, among other remedies, either to terminate the Agreement for sale or the sale itself, or to suspend further deliveries in the event Buyer fails to pay for any one shipment when same becomes due, but the Buyer shall remain liable to Seller for all delivered goods and for all loss and damage sustained by reason of any breach. Should Seller receive an unsatisfactory credit report on Buyer, or if Buyer's financial condition becomes unsatisfactory to Seller, Seller hereby reserves the right to cancel this Agreement as to further shipments and/or withhold further shipments, or to require cash payments or satisfactory security for future deliveries and for goods previously delivered.

4. Miscellaneous

(a) Seller is not responsible for any loss or damage occurring by reason of delay or inability to deliver caused by acts of God, war, common disaster, fires, strikes, accidents, or from any other cause of the same or different nature, which is unavoidable or beyond Seller's reasonable control. If by reason of any such cause Seller or Buyer is delayed in making or taking delivery of any of the goods covered by this Agreement, such delay shall be excused for the continuance and to the extent of such cause. Deliveries shall be made and taken as soon as reasonably practical after the removal of such cause.

(b) Seller hereby disclaims all responsibility for delays of carrier, loss or damage to goods in transit, or any loss after shipment has been receipted by carrier as in good order.

(c) Any action against Seller arising out of this transaction shall be commenced within one (1) year after the cause of action has accrued, whether known or unknown to Buyer; otherwise the same shall be barred.

(d) This contract shall be governed and construed in accordance with the laws of the State of Illinois.

(e) This Agreement constitutes the entire understanding of the parties except as provided herein, and the terms and conditions herein specified shall not be modified, altered or rescinded except by writing signed by a duly authorized representative of Buyer and Seller respectively.

(rev. 05/17/00)