

EXHIBIT A
TEQ STANDARD TERMS AND CONDITIONS OF SALE

1. **PRODUCTS; PARTIES; AGREEMENT.** Thermoform Engineered Quality LLC, ("TEQ"), a Delaware limited liability company is the "Seller" and the person or entity purchasing the Products (defined herein) is the "Buyer". The "Products" means all materials, goods or work, regardless of type to be provided by Seller. Each individual Product is considered a "Part" and has a "Part Number" designated by Seller. These terms and conditions apply to all sales of Seller's Products. Additional or differing terms or conditions appearing on any purchase order issued by Buyer shall be void except where such additional or differing terms or conditions are confirmed in Seller's Sales Order Acknowledgement or expressly approved by both Parties in a separate writing.

2. **QUOTATIONS.** Quotations are valid for thirty (30) days from the date submitted to Buyer after which the quotation expires. Notwithstanding the foregoing, if the prices of any of the raw materials to be used in the manufacture of the Products increases during the quotation stage, Seller may increase the Prices accordingly.

3. **SPECIFICATIONS.** The Specifications consist of Seller's "Final Part Drawing(s)" containing the critical dimensions of the applicable Part. The Final Part Drawing(s) must be signed and dated by Buyer prior to commencement of production and Seller shall have no obligation to commence production until receipt of the executed Final Part Drawing(s). If a Final Part Drawing is not signed and dated by Buyer, Seller's product descriptions or drawings contained in or attached to Seller's Quotation or to Seller's Sales Order Acknowledgement will be the "Specifications". No samples or drawings created by Buyer will become part of the Specifications unless expressly incorporated into Seller's Final Part Drawing. Notwithstanding the foregoing, Buyer accepts that because of differences in equipment, processing, proofing substrates, paper, inks, pigments and other conditions between color proofing and production operations, a reasonable variation in color between color proofs and the completed job shall constitute compliance with the Specifications.

4. **PRICES.** Prices stated are in U.S. Dollars. Buyer is responsible for payment of any sales, use, valued added or similar taxes that are applicable or may become applicable to the sale of the Products. Prices are based on shipments in full pallet quantities and for the entire quantity ordered in a single shipment without storage, unless otherwise expressly agreed to by Seller in writing.

5. **PAYMENT TERMS.** Payment terms are net thirty (30) days from the date of Seller's invoice unless the Quotation or Seller's Sales Order Acknowledgement specifically provides for different payment terms. Notwithstanding the foregoing, Seller reserves the right to require payment in full in advance for any custom materials (including but not limited to customized tooling) procured or produced by Seller specifically for the applicable order. In addition, if at any time Seller, acting reasonably, becomes insecure about Buyer's creditworthiness or ability to pay, Seller reserves the right to require that all or any portion of the invoice be paid in advance of shipment of the goods. Seller's right to payment upon tender of conforming goods is absolute and Buyer shall not set off against any payments any amounts Buyer might claim it is owed by Seller. Past due invoices will be subject to a late charge on the unpaid balance at an interest rate equal to the lesser of 1 ½ % per month or the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys fees. Seller reserves the right, among other remedies, either to terminate this Agreement, or to suspend further delivery in the event Buyer fails to pay any invoice when same becomes due. Should Buyer's financial condition be or become unsatisfactory, as determined by Seller, Seller may require cash payment in advance for future deliveries.

6. **SHIPPING, DELIVERY, PACKAGING.** Delivery shall be at Seller's facility, which will be indicated on the Quotation and/or Sales Order Acknowledgement (Huntley, Illinois or Fremont Indiana). Shipping shall be Ex Works Seller's facility (Incoterms 2010). Overruns or under runs shall not exceed 10% of quantity ordered and Seller will bill for actual quantity within this tolerance. Delivery dates are approximate and Seller shall not be responsible for any damages of any kind resulting from delay in Delivery. Seller shall use commercially acceptable packaging methods for shipment of goods.

7. **CHANGES.** Buyer may propose changes to any drawing, design or Specification by submitting a written change order request. Seller will review the request and respond with a written change order quotation ("Change Order Quotation") showing the cost associated with the change, including without limitation, the additional material costs and impact on Seller's material inventory (including redundant material and WIP), any tooling changes or adjustments, the additional labor or work scope and any increase in the amount of time required for Seller's performance due to the change. The parties will work together to reach mutual agreement on the scope and cost of the proposed change which will

not be effective until Buyer issues a new purchase order reflecting the change and Seller issues a new Sales Order Acknowledgement accepting the new purchase order. If the change requires a revision to the Specifications, a new Final Part Drawing will be signed and dated by Buyer. Seller will have no obligation to implement any change unless and until this process is complete. If agreement cannot be reached, Seller will proceed with manufacture of the Products as previously agreed unless Buyer requests and Seller permits cancellation of the Agreement under Section 9(b) herein.

8. **WARRANTY.** Seller warrants that the Products will conform to the Specifications and be free of material defects in materials and workmanship for a period of ninety (90) days (the "Warranty Period") following shipment. During the Warranty Period, upon prompt written notice of defect and confirmation that the Products have been stored, integrated, installed, operated and maintained in accordance with Seller's recommendations and standard industry practice, Seller will repair, or at its option replace or refund the purchase price of, any defective Products or components thereof. Buyer must obtain Seller's written authorization in the form of a Return Material Authorization Number prior to returning any Product. Seller will not be responsible for any warranty claim where the alleged defect or contamination of the Products may have resulted from any third party opening or altering the Product packaging after shipment from the Seller's facility and prior to receipt at Buyer's facility. Buyer must package the defective Products in accordance with Seller's instructions and Seller will be responsible for the transportation charges incurred. Seller will return any repaired or replaced Products to Buyer at Seller's expense.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. SELLER'S WARRANTY DOES NOT EXTEND TO ANY PRODUCTS WHICH MAY HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.

9. **DELAY; CANCELLATION; TERMINATION.**

a. **DELAY requested by Buyer.** Delivery dates rescheduled by Buyer will be honored provided it does not exceed 5 business days beyond the original Delivery date. If the Buyer requests a delay in shipment of Products in excess of 5 business days, Seller is entitled to compensation for all additional costs caused by the delay, including, without limitation handling, storage and transportation charges. Seller may increase the Prices of delayed Products to reflect any increased costs that Seller incurs. Buyer must take Delivery of all Products within 12 months of the date of Buyer's Purchase Order; otherwise this Agreement may be deemed cancelled by Buyer under section (b) below.

b. **CANCELLATION BY BUYER.** Products cannot be returned and orders once accepted cannot be cancelled, without Seller's prior specific written consent (and at Seller's sole discretion). Products authorized for return and/or Seller approved cancellation orders shall be subject to any incremental or additional costs incurred by Seller as well as handling and/or cancellation charges which will be determined by Seller. It is understood that Products that are customized for Buyer cannot be restocked and/or resold. Payment of cancellation charges shall be made within 15 days of date of Seller's invoice.

c. **TERMINATION BY SELLER.** Seller shall have the right to cancel any order at any time by written notice for any material breach of these terms and conditions by Buyer.

10. **CLAIMS.** Buyer must report all claims for shortages, defective quality, etc. to Seller in writing within 60 days after receipt of shipment. Failure to make a claim within the stated period shall constitute irrevocable acceptance. No setoffs or deductions may be taken from Seller's invoices without Seller's prior written approval. Any action based upon breach of this Agreement or upon any other claim arising out of this transaction (other than an action by Seller for any amount due to Seller by Buyer) must be commenced within one year from the date of shipment of the Products, or, in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the Warranty Period on which the defect was or should have been discovered by Buyer.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE

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RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S PRIOR WRITTEN CONSENT, EVEN IF SELLER MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

12. OWNERSHIP. All finished products and tooling purchased and paid for by Buyer are property of Buyer. All intermediate materials originated and/or provided by Seller and used in conjunction with the production of the Products including without limitation cad files, electronic data or media, designs, sketches, artwork, molds, tools and Final Part Drawings (collectively, "TEQ Intermediate Materials") are property of Seller. Buyer may not use or provide TEQ Intermediate Materials to any third party without TEQ's written consent. All designs or drawings originated by and created exclusively by Buyer are property of Buyer.

13. USE OF SELLERS TRADEMARKS/TRADENAMES. Buyer shall not have any ownership right, title or interest, express or implied, in the intellectual property, trademarks, trade names, service marks, logotype, advertising and/or designs, markings or other commercial symbols of Seller associated with the Products, including without limitation, the names "TEQ", "Fremont", "Tek", "TekPackaging" (collectively, "Seller's Trademarks") and expressly acknowledges Seller's exclusive right, title and interest in Seller's Trademarks.

14. CONFIDENTIALITY. In the course of supplying the Products to Buyer, the parties or their respective representatives may share certain proprietary, sensitive and confidential business information ("Confidential Information") with one another. This Confidential Information shall include, but not be limited to, designs, processes and proposed pricing. Each party agrees to hold the other party's Confidential Information in strictest confidence and to use it only in connection with the purpose of this Agreement. Neither party will release any of the other party's Confidential Information to any third party without the express written consent of the party owning the Confidential Information. Buyer represents and warrants that it will cause each of its employees, agents and representative to maintain and protect the confidentiality of the other party's Confidential Information.

15. IDEMNIFICATION. The Buyer shall fully defend, indemnify and hold harmless the Seller from any and all loss, costs, expenses or damages including but not limited to attorneys fees, court costs and consequential damages arising from any claim, demand, action or proceeding that may be instituted against Seller on grounds alleging that: (a) Seller's manufacture of the Products or the use or sale of the Products by any person or any Intermediate Materials supplied by Buyer violates or infringes any patent, trademark, copyright, registration, use or other proprietary right of any person or entity; or (b) the Products contain any material that is libelous or invades any persons right to privacy or other personal right. The Seller shall fully defend, indemnify and hold harmless the Buyer from any and all loss, costs, expenses or damages including but not limited to attorneys fees, court costs and consequential damages arising from any claim, demand, action or proceeding that may be instituted against Buyer on grounds alleging that the sale and intended use of the Products and any processes or methods relating to the manufacture of the Products infringes any patent, trademark, copyright, registration, use or other proprietary right of any person or entity, provided, however, that any infringement claims arising from or in connection with Seller's use of Buyer's Intermediate Materials will be excluded from Seller's indemnity obligations. Upon the request of the party seeking indemnification, the party responsible for the indemnity shall, at its sole cost and expense, retain counsel reasonably acceptable to the other party, to appear on such party's behalf and assume the defense of any litigation arising out of any such claim.

16. COMPLIANCE WITH LAWS. . In the performance of the Agreement, each Party agrees to comply with all applicable local, state and federal laws and executive orders and regulations. Each Party further agrees to indemnify the other Party against any loss, cost, damage or liability by reason of such Party's violation of this section.

17. CONTINGENCIES. Seller shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God, war, riot, labor disputes, explosions, accidents, governmental action, prohibition or regulation or from any cause whatsoever beyond Seller's control, whether or not such cause be similar or dissimilar to those enumerated.

18. ASSIGNMENT. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party except that Seller shall have the right to subcontract any portion of its obligations to any party or assign all of its rights and obligations to any entity with which it is affiliated or to any entity into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets shall be acquired.

19. EXPORT. If the Products are to be exported, this Agreement is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all consular and customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer will not re-export the Products or any goods or items incorporating the Products if the re-export would violate United States export laws.

20. GOVERNING LAW. This Quotation and any subsequent Agreement relating to the sale of the Products shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to principles of conflicts of laws). The Parties agree that jurisdiction and venue for any dispute arising hereunder or in connection with the Products shall be exclusively in the state or federal courts located in McHenry County Illinois. In the event of any litigation arising herefrom, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in enforcing its rights hereunder.

21. WAIVER. Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.

22. SEVERABILITY. In the event that any provision hereof shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision.

23. ENTIRE AGREEMENT. Sellers's Quotation, Seller's Sales Order Acknowledgement and the Specifications, constitute the entire agreement between the Parties and constitutes the final, complete and exclusive expression of the terms of agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter being merged herein. By way of illustration and not limitation, Buyer's Purchase Order shall be deemed to incorporate, without exception, all of the terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions. No acknowledgement by Seller of, or reference by Seller to, or performance by Seller under, a Purchase Order of Buyer shall be deemed to be an acceptance by Seller of any such additional or contrary terms or conditions. In the event of a written request by Buyer for additional or contrary terms or conditions, then such modifications may only be made in these terms and conditions by a written instrument signed by an officer of Seller.

24. TOOL STORAGE. Buyer may store Buyer owned custom tooling at Seller's facility, provided that if such Buyer tooling is inactive for a period of 12 months, Buyer will pay a storage fee of \$500 for any 12 month period of inactivity. If Buyer tooling is inactive for a subsequent 12 month period, such Buyer tooling is deemed abandoned and Seller shall have the right to dispose of same in Seller's sole discretion.