

ALUCOIL NORTH AMERICA  
GENERAL SALES CONDITIONS

**PLEASE NOTE: EACH DOCUMENT (REGARDLESS OF THE DOCUMENT'S TITLE) PERTAINING TO A TRANSACTION ("SALE") BETWEEN COMPANY AND ALUCOIL NORTH AMERICA, LLC ("COMPANY") (COLLECTIVELY, "SALES DOCUMENTS"), IS SUBJECT TO AND CONDITIONED ON CUSTOMER'S ACCEPTANCE OF THESE GENERAL SALES CONDITIONS ("CONDITIONS") UNLESS COMPANY OTHERWISE EXPRESSLY AGREES IN WRITING IN A "SPECIAL CONDITION."**

1. **Order Process; Acceptance; Additional or Conflicting Information.**

(a) Each Sale of any product from Company to Customer ("Product") and any services related to Product Company provides to Customer, for example, pallet inverting, repair, and machining services (collectively, "Services") is a contract entered in South Carolina according to these Conditions.

(b) Company shall sell Product to Customer according to the Order Confirmation to which these Conditions are attached. Customer may begin the order process by submitting a written request for a quotation to Company. If Company is interested in moving forward with the order process, then Company would respond with a written quotation. After reviewing Company's written quotation, if Customer decides to place an order, then Customer would provide a written purchase order ("Purchase Order") that contains a Product, or Service, or both, description and quantity with requested delivery date. Each Purchase Order is subject to Company's receiving and accepting a written order confirmation signed by the Customer. No oral or written communication binds Company until Company has received a signed copy of Company's written order confirmation, which Customer has signed and returned. Customer is solely responsible for proper selection, application, use or incorporation of Product and Services.

(c) Prior to Company's providing Customer with a written order confirmation or Company's commencing fabrication of any Product, Customer shall participate in Company's internal credit review process (as Company may change from time to time). As a result of Company's internal credit review process, Company may take, in its sole discretion, whatever action Company deems appropriate, for example, require payment in full, require collateral, require other security or guarantees or payment performance be provided. Company's internal credit decisions are final. Company is not liable, and Customer shall defend, indemnify, and hold harmless Company for any expenses arising from or related to Company's internal credit review process.

(d) The Sales Documents govern each Sale. Customer's terms do not apply to a Sale. Customer's proposed additional or different terms do not modify the Sales Documents. COMPANY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CUSTOMER PROPOSES OR AS ARE CONTAINED IN ANY PURCHASE ORDER, COMMERCIAL DOCUMENT OR OTHER CORRESPONDENCE FROM CUSTOMER, REGARDLESS OF ANY KNOWLEDGE COMPANY MAY HAVE OF THE ADDITIONAL OR DIFFERENT TERMS, AND ANY ADDITIONAL OR DIFFERENT TERMS DO NOT BIND COMPANY. If any of these Conditions conflict with any other Sales Documents, these Conditions control, except when the conflicting term is contained in or labeled as a "Special Condition," in which case the "Special Condition" controls over these Conditions.

(e) Customer may not cancel or change the Contract except as provided below:

**Standard Material Product:** If Company receives Customer's written notice to modify or cancel an order of a standard material product (as Company may determine) before the earlier of: (i) Company has commenced production (as Company may determine); and (ii) no more than 7 days after Company received Customer's written Purchase Order, then Company shall modify or cancel the order and adjust the purchase price. **Special Material Product:** If Company receives Customer's written notice to modify or cancel an order of a special material product (as Company may determine) at any time, then Company may modify or cancel the order. If Company accepts Customer's modification or cancellation, then Customer shall pay all expenses Company incurs and Company may retain each payment Customer made to Company prior to Customer's modification or cancellation. Customer shall defend, indemnify, and hold harmless Company for any expenses arising from or related to Customer's requested modification or cancellation.

(f) Company may change an order at any time to correct mathematical or clerical errors.

2. **Prices; Payment.**

(a) Each sales price is contained in the Sales Documents and is firm for the quantity and schedule set forth in the Sales Documents (subject to change according to Section 1).

(b) The price does not include any sales, use, personal property, excise, transfer or other tax, duty or assessment related to Product or Services or their purchase and sale (collectively, "Assessments"). Customer shall pay Assessments. Customer shall obtain and provide to Company any certificate of exemption or similar document required to exempt any Sale from Assessments.

(c) Customer shall pay the price in full no more than 30 days of the invoice date, which is the earlier of: (i) 30 days after Product delivery; (ii) Customer's receipt of Product; and (iii) 30 days after Product leaving company's premises. For any Special Material Product, Customer shall pay 50% of purchase price no more than 15 days after Company transmits the written order confirmation.

(d) If at any time, in its sole judgment, Company has any doubt as to Customer's financial responsibility, expects Customer's anticipatory breach, or Customer has failed to make any payment when due, then Company may decline to make further Product shipments, or to provide further Services, or both, to Customer or any Customer-affiliate, except after Customer's receipt of a deposit or other satisfactory security before shipment or provision.

(e) If Customer fails to make any payment when due, then (i) interest accrues at the lower of 1.5% per month and the maximum amount allowed by applicable law from the date the payment was due until Company receives payment in full, (ii) Customer shall pay Company's attorneys' fees and other costs of collection of any past due amounts, and (iii) Company may, in its sole discretion, take any of the following actions: suspend performance with respect to Customer or any Customer-affiliate; terminate any outstanding Sale for default; require Customer to pay the full price on any outstanding Sale; and take any other actions or pursue any other remedies under applicable law. Company's failing to charge interest on late payments or to exercise Company's right to suspend performance is not a waiver of any legal or equitable remedies.

3. **Termination.** Without limiting Company's other rights and remedies available under applicable law, Company may suspend or terminate performance and delivery to Customer, if: (a) there is a change in the control or management of Customer; (b) Customer ceases to conduct its operation in the normal course of business; (c) Customer becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed against it; (d) Customer makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Customer's property; or (e) Customer fails to perform or observe any of its obligations to Company under the Sales Documents or under other existing or future contracts between Company and Customer or otherwise, including payment of any purchase price, fees or charges as and when due.

4. **Delivery.** Unless otherwise stated in Company's order confirmation, all Product deliveries are Ex Works (Incoterms 2010) Company's location (Clarendon County, South Carolina, or any other location as Company designates). Company completes delivery by providing Customer with reasonable notice of Product's availability at a particular location. Customer shall remove Product from delivery location no more than 48 hours after delivery. If Customer fails to remove Product from delivery location within 48 hours after delivery, then Company is entitled to charge Customer storage costs and fees in addition to any other amounts Company is entitled to as a result of the Sale. Without limiting Company's other rights arising from or related to the Sale, if Customer fails to remove Product from delivery location within 30 days after delivery, then Company is entitled to treat Product as being abandoned by Customer, and Company is entitled to take whatever action Company deems appropriate with respect to Product, for example, collecting full purchase price from Customer, reselling Product (without purchase price offset to Customer), and continuing to provide and charge for Product storage with Customer, all with Customer having no rights to or in Product. Company shall provide any Services at the location set forth in the Sales Documents. Company's prices do not include, for example, sales tax, transportation costs, packaging costs or machining costs. Company may make partial deliveries. Notwithstanding any dates Customer requests, the delivery and performance dates Company provides when the order is complete control. Any shipping, delivery or performance schedule, quotation, forecast or commitment is only an estimate and Company is not liable for any delay or failure to deliver all or any part of any order for any reason. Company is not responsible for any damage to Product caused by a carrier; Customer's sole and exclusive remedy for any damage is against the carrier. If Customer requests Customer load, or assist Customer in loading, Product for transportation, then Company is not liable for any damage to Product that occurs as part of the loading process.

5. **Product Acceptance; Returned Product; Claims.** The earlier of no more than: (i) 10 days after Company delivers Product and (ii) 7 days after Customer receives Product, Customer must give written notice to Company of any alleged non-conformities in Product. Customer's written notice must describe the basis of the claim. Customer's failure to comply with this paragraph is Customer's irrevocable acceptance of Product and binds Customer to pay to Company full Product price regardless of any alleged non-conformities. Customer shall not return Product to Company without Company's prior written consent. For any Product Company permits Customer to return, in addition to other amounts Company is entitled to charge Customer, Customer shall pay all applicable transportation and restocking charges.

6. **Limited Warranty.**

(a) Subject to these Conditions, Company warrants that Product Company fabricates for Customer conforms to specifications (subject to standard commercial tolerances) contained in the Order Confirmation to which these Conditions are attached. The limited warranty set forth in the previous sentence ("Limited Product Warranty") is restricted to only Customer and is non-transferable. Customer is solely responsible for selecting and using Product and determining Product's suitability for each use. For any Product, or parts of Product, that Company or its affiliates do not fabricate, Company does not offer any warranty and Company sells each Product "AS IS" without any warranty, however, to the extent allowed, Company will assign to Customer the associated manufacturer's warranty, if any.

(b) With respect to Services, Company warrants that Services Company provides will be performed in a workmanlike manner ("Limited Service Warranty").

(c) Any Product or Service descriptions, diagrams, illustrations and similar depictions, whether included in catalogs, prospectuses, or otherwise, are descriptions, illustrations or approximations, and do not constitute any specifications, representations, warranties, or guarantees, implicit or explicit. Those materials are for only discussion purposes.

(d) EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 6(A) AND 6(B), ABOVE, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING PRODUCT AND SERVICES, AND COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WRITTEN AND ORAL, WITH RESPECT TO PRODUCT AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(e) No dealer, distributor, sales representative, employee or any other person or entity is authorized to offer any different or additional warranties or remedies, or to change the Limited Product Warranty or Limited Service Warranty, without the signature of an authorized Company officer.

7. **Limited Warranty Exclusions.** The limited product warranty does not cover damage to Product caused (i) during or after delivery; (ii) by normal wear and tear; (iii) by use under circumstances exceeding Company's specifications or limitations, or contrary to any instructions or information contained in any materials Company delivers to Customer (as Company may supplement from time to time); (iv) by unauthorized or improper installation, repair, modification or alteration; (v) by non-original equipment parts, coatings, or components; (vi) by failure to provide reasonable and necessary maintenance; (vii) by improper storage; (viii) by corrosion, erosion, abrasion or similar causes; and (ix) by accidents.

8. **Customer's Limited Warranty Claims.**

(a) Customer shall inspect and test Product for any alleged non-conformities prior to Product's use. Company conditions the Limited Product Warranty and Limited Service Warranty on Customer's following the claims process Company has in effect (as Company may change from time to time) at the time Customer makes a claim ("Warranty Claim Process").

(b) Customer shall timely give Company written notice of any Product or any Service that Customer alleges does not conform to the Limited Product Warranty or the Limited Service Warranty, specifying each alleged non-conformity (each notice, "Warranty Claim"). Customer shall follow Company's Warranty Claim Process, which may include obtaining from Company an authorization number to make a Warranty Claim. Customer must make any Warranty Claim timely after the alleged non-conformity arises, but Customer is not entitled to make a Warranty Claim more than 30 days after delivery of Product or performance of Service. Customer's failing to make a Warranty Claim during this period voids, as applicable, the Limited Product Warranty or Limited Service Warranty. At Company's request, Customer shall return, at Customer's expense, any alleged non-conforming Product to a location Company designates. Company is entitled to a reasonable opportunity to inspect Product to determine whether Product complies with the Limited Product Warranty.

(c) For any Product that Company determines does not conform to the Limited Product Warranty, Company's sole liability and obligation, and Customer's sole and exclusive remedy, is Company shall, at Company's sole option, repair or replace (at Company's sole option) any non-conforming Product or refund to Customer the price Customer paid for any non-conforming Product. Company is not liable for any other costs, fees, or charges, for example, related to transporting, fabricating, installing or re-installing any non-conforming Product.

(d) If Company determines Product conforms to the Limited Product Warranty, then Customer may request Company repair, or cause to be repaired, or replace (at Company's sole option) Product at Customer's expense. Company is not liable for any costs, fees, or charges, for example, related to transporting, fabricating, installing, or re-installing any conforming Product. Customer shall pay the repair or replacement charge and all other costs, fees, or charges, for example, related to transporting, fabricating, installing, or re-installing any conforming Product.

(e) For Services that Company determines do not conform to the Limited Service Warranty, Company's sole liability and obligation, and Customer's sole and exclusive remedy, is Company shall, at Company's sole option, repeat or correct (at Company's sole option) any non-conforming Services or refund to Customer the price Customer paid for any non-conforming Services.

9. **Limitations; Exclusions.**

(a) COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE SALE, ANY SALES DOCUMENTS, PRODUCT, OR SERVICES, REGARDLESS OF THE THEORY OF RECOVERY DOES NOT EXCEED THE AMOUNT CUSTOMER PAID TO COMPANY FOR THE PRODUCT OR SERVICES AT ISSUE.

(b) Company's sole liability and obligation, and Customer's sole and exclusive remedy, for any breach of the Limited Product Warranty is set forth in Section 8(c) and for any breach of the Limited Service Warranty is set forth in Section 8(e).

(c) Company is not responsible for any injury or damage resulting from the use or application of Product, alone or in conjunction with other products or the performance of any Service.

(d) COMPANY IS NOT LIABLE, AND CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THIS TYPE, OR THE POTENTIAL EXTENT, OF DAMAGES.

10. **Indemnity.** Customer shall indemnify, defend and hold harmless Company, its officers, directors, employees and agents from and for all claims, actions, suits, damages, liabilities, costs, obligations, and expenses (including, for example, attorneys' fees, consultants' fees, and expert witnesses' fees) arising from or relating to (i) selection, application, use or incorporation of Product and Services, (ii) processing or modifying Product (including, misappropriation, or infringement of any patent, trademark, copyright or other intellectual property rights of any person or entity related to compliance with Customer's design, specifications or instructions), (iv) Product use exceeding Company's Product specifications, (v) any breach of warranty or misrepresentation (express or implied) made by Customer, its employees or agents, and (vi) any violation of law or regulation by, intentional or negligent act of, or unauthorized representation by Customer its employees or agents in their marketing activities, sales, distribution or handling of Product. At Company's request, Customer shall defend Company, at Customer's expense, against any claim made against Company.

11. **Insurance.** Customer shall maintain commercial general liability, personal injury and property damage insurance policies, including wrongful death coverage, in reasonable amounts with a nationally recognized insurance company.

12. **No License.** Customer has no, and Company's sale of Product does not create in Customer any, license or intellectual property or similar right applicable to or in Product, or any estimates, drawings, illustrations, calculations, installation instructions or other document Company provides to Customer even if developed jointly by Customer and Company. Company retains ownership and control over all intellectual property including patents, trademarks, and copyrights applicable to or arising out of Product or Services, whether developed by Company, Customer, or jointly by Customer and Company, as well as Company's exclusive right to fabricate Product. Customer shall not name or designate any Company product information or Product in any process patent application. Customer may not alter or remove, and shall abide by, any patent, trademark, copyright, trade secrets, proprietary or other notices contained on or in Product.

13. **Confidential Information.** Customer shall not disclose any confidential or proprietary information ("Confidential Information") Company provides to Customer unless the Confidential Information is otherwise generally available to the public.

14. **Security Agreement.** Customer grants Company a continuing purchase money security interest in Product sold, delivered, or otherwise in Customer's possession and to the Product's proceeds (collectively, "Collateral") to secure full payment of the purchase price of Product and all other Customer obligations. Customer authorizes Company to file all financing statements, continuation statements and other documents necessary or desirable to establish, perfect, maintain, preserve and enforce Company's security interest in Collateral and to use whatever "self-help" remedies are available under applicable law.

15. **Relationship.** Company is an independent contractor. Nothing in this Agreement creates a partnership, association or joint venture between the parties. Customer is not entitled to enter any commitment on behalf of or otherwise bind Company on any matter including making any representation or warranty on Company's behalf. A party's employee is not the other party's employee.

16. **No Set-off.** Customer is not entitled, under any circumstance, to any right of set-off with regard to any amount Customer owes Company.

17. **JURY TRIAL WAIVER. CUSTOMER AND COMPANY EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE OTHERWISE HAD TO A TRIAL BY JURY IN RESPECT TO ANY DISPUTE ARISING FROM OR RELATING TO THE SALE, ANY SALES DOCUMENTS, PRODUCT, OR SERVICES.**

18. **Force Majeure.** With the exception of payment requirements, neither party is liable, and each party extends the performance of the other party, for delays or failure to perform in any way resulting from events and causes beyond a party's reasonable control, for example, accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (for example, floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining (or the inability to obtain) labor, materials or services through usual sources at usual prices. If Product, or labor, materials or services for producing Product, are not available through Company's usual sources at usual prices, then (a) Company may allocate its supplies among its customers, including those not under contract, in any manner Company deems appropriate without liability, and (b) Company is not required to provide Product at the price set forth in the Sales Documents; Company and Customer shall re-negotiate the price based on Company's actual cost increases. Company is not required to purchase supplies to produce Product to enable it to fulfill any order.

19. **No Waiver; Severability.** Company's failure to exercise any of Company's rights under these Conditions or any Sales Documents is not a waiver of any of Company's rights. If a portion of these Conditions or any Sales Documents are unenforceable for any reason, that portion is severable and these Conditions and any Sales Documents are enforceable according to the remaining portions.

20. **Choice of Law; Venue.** The laws, excluding any conflicts of law principles, of South Carolina govern this Sale and any controversy arising from or relating to the Sale, any Sales Documents, Product or Services. The 1980 United Nations Convention on the International Sale of Goods does not govern, and is expressly excluded from, the Sale, or any controversy arising from or relating to the Sale, any Sales Documents, Product or Services. The applicable South Carolina Court of Common Pleas or United States District Court for the District of South Carolina with jurisdiction in Clarendon County, South Carolina, is the sole and exclusive judicial forum and venue for the resolution of any disagreement arising from or relating to the Sale, any Sales Documents, Product or Services, except with respect to any action (i) for equitable, injunctive, or comparable relief, (ii) for recovery of possession of Product, for example, replevin, claim and delivery, and attachment, and (iii) for collection of any amount Customer owes Company. Customer and Company each submit to the exercise of personal jurisdiction over each of them by the South Carolina Court of Common Pleas and United States District Court for the District of South Carolina.

21. **Non-Assignment; Entire Agreement.** Customer may not assign all or any portion of its rights or delegate all or any portion of its obligations arising from or relating to the Sale. Customer's attempt to assign rights or delegate duties is void. These Conditions and any Sales Documents contain the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.