



## Conditions of Sale

THESE GENERAL CONDITIONS FOR CONTRACT FOR SALE OF GOODS constitute (the "Contract") between NORTH AMERICA RECYCLING, LLC, OF U.S.A., a Ohio corporation with its principal place of business located at the address above ("NAR") and the buyer ("Buyer"). The terms hereinafter written shall supersede the terms of Buyer's order in the event of contradiction of inconsistency herewith. No understanding, agreement, term, condition, or trade custom at variance with or contradictory, to the terms and conditions herein set forth be binding on NAR.

Title to all material sold hereunder shall pass to Buyer upon NAR's delivery or Buyer's collection as agreed.

**PRICE AND TERMS OF PAYMENT.** Buyer shall pay NAR the purchase price as agreed upon, which payment must be received by NAR within the terms of agreement. In addition, any payment not made within terms of the agreement date shall be grounds for a finance or delinquency charge at the highest rate allowed by law (no less than 2.1% per month), and reasonable attorneys' fees and other collection costs incurred in enforcing these General Conditions for Contract of Sale of Goods. Where the price specified herein provides for absorption by NAR of freight charges, NAR shall have the right to select the means of transportation. However, if Buyer requires a means of transportation other than one normally selected by NAR, any extra cost incurred by using such other means shall be paid by Buyer. Carrier weight at point of shipment shall govern in event of disagreement between Seller and Buyer regarding same.

All orders require a purchase order with purchase order number, and this purchase order shall stand as the contract of sale, and these Conditions of Sale shall constitute material terms of such contract of sale. In the event that Buyer cancels an order for material not customarily carried in stock by NAR, Buyer shall pay Seller as liquidated damages the NAR's published price for completed material and an equitable price as determined by NAR based upon the degree of processing for material in process at the time of cancellation.

Where the buyer approves samples and places a purchase order with the required deposit, if after NAR has received the deposit, the buyer cancels the purchase order in writing, and the buyer will not be eligible for a refund. At the sole discretion of NAR, the Buyer can receive alternative material in stock at the time of cancellation or apply the deposit to other materials.

**EXCLUSION OF EXPRESS AND IMPLIED WARRANTIES.** NAR supply recycled and scrap materials without warranty expressed or implied and is sold as is unless otherwise agreed. NAR will warrant only that prime materials to comply with the agreed upon specifications, if any. The warranty extended by the forgoing sentence is in lieu of all other warranties either express or implied, including the implied warranty of the merchantability or fitness for a particular purpose. Any recommendations for the use of the material are based on tests or experience believed to be reliable.

However, since the final processing and use of the product are beyond the NAR's control, NAR makes no warranty either express or implied, including the implied warranty of merchantability or fitness for a particular purpose, as to such or effects incident to such use, handling or purchase, either in accordance with the directions or claimed so to be. NAR's liability with respect to material sold shall be limited to the replacing of material failing to meet the agreed upon specifications, if any, or, at its option, NAR may grant credit of the NAR's price therefor. In no case shall NAR be liable for special or consequential damages whether based on contract or tort. At no time will NAR liability exceed the amount invoiced on the subject purchase order for the nonconforming goods. No credit for incidental or consequential damages will be issued by NAR.

In the event Buyer fails to fulfill previous terms of payment or in case NAR shall have any doubt at any time as to Buyer's financial responsibility, NAR may decline to make further deliveries except upon receipt of cash or other special arrangements. It is hereby understood and agreed that in the event of nonpayment of the account, NAR may refer the matter of the collection of said account to any person or collection agency, or to the collection department of NAR Plastics for collection, and if the account be so, referred Buyer shall pay to NAR any and all attorney's fees and/or reasonable collection and service charges, in addition to the full amount of the original invoice, including any and all interest charges accrued.

**RIGHT OF INSPECTION AND NOTIFICATION OF NONCONFORMING GOODS.** Any discrepancies or problems with materials, packaging, weights or other physical factors having to do with materials must be brought to NAR'S attention in writing within 5 calendar days from delivery of material or transfer of title of material in the public warehouse. Buyer's failure to give notice in writing to NAR within 5 calendar days from Buyer's receipt of goods shall constitute and to an absolute and unconditional acceptance of such materials and waiver by Buyer of claims with respect thereto. Buyer's written notice shall specify in reasonable detail the reason for rejection. Any NAR authorized return of material that is not for the reasons stated above will incur a restocking fee of 20%, plus the freight charges for the original delivery and return.

**CERTIFICATIONS:** All certifications, either from NAR or manufacturer, will be supplied as faxed copies of the original certification where appropriate.

**ENTIRE AGREEMENT AND INTERPRETATION.** These General Conditions for the Sale of Goods constitute the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force of effect. These Conditions shall not be supplemented, modified, or amended, except by a writing signed by NAR and Buyer. If any term in this Contract, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and be enforced to the fullest extent permitted by law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Ohio (exclusive of conflict of laws principles), and shall be deemed to be executed in Ohio.

**WAIVER.** Except as otherwise state in these Conditions of Sale, failure by either party to enforce any provision of this Contract, or any of its rights or to exercise any election herein provided, shall not be considered a waiver of such provision or election or in any way affect the validity of this Contract. The exercise by either party of any of its rights or any of its elections shall not preclude such party from exercising the same or any other right it may have under this Contract.

Any suit (a) involving any dispute or matter arising under this Agreement, (b) relating to any relationship created by this Agreement, or (c) pertaining to the relationship of the parties hereto may only be brought in a state or federal court located in the State of Ohio. Buyer hereby irrevocably consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding and waives any objection to venue in any such court.

**COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which, when executed and delivered (including delivery by facsimile), shall be deemed and original, and all of which counterparts of this contract, taken together will be deemed to be but one and the same.