



PLASTIC INDUSTRIES, Inc

TERMS AND CONDITIONS OF SALE

General Scope: "Parties" shall be the Buyer and the Seller (Plastic Industries, Inc.). The terms contained here within supersedes credit applications. Plastic Industries, Inc. reserves the right to update and make changes to quote(s) or terms of credit application without notice. Possession of a credit application, quote or negotiation does not constitute an offer to sell.

Negotiations and Quotes: Price(s) subject to Price in effect at the time of shipment on regular purchases. Plastic Industries reserves the right to correct any errors in quotations, orders, acknowledgments, invoices or any other documents promulgated in the course of doing business. Quotes and Negotiations are not offers.

Purchase Agreement: Seller shall memorialize its acceptance by sending the Buyer an Order Acknowledgement form. Acknowledgement shall be faxed, mailed, or emailed to the Buyer's regular place of business. The Buyer and Seller expressly agree that the Terms Of The Contract shall constitute the terms contained within the Sellers Acknowledgement and this Terms and Conditions of Sale and shall NOT contain any other terms, express or implied nor shall it contain any of buyers terms which may be subsequently sent to Seller. Terms Of The Contract shall constitute the entire Agreement between the Parties.

Inspection & Acceptance of Goods: Buyer shall inspect all goods upon arrival. The parties agree that a reasonable time for inspection shall be 14 days, starting on the date of physical delivery of the goods to the buyer. These 14 days (day 1 being the day of delivery) shall be deemed the "Inspection Period." Any damage, latent or patent defects discovered within the Inspection Period should be noted and claimed with the carrier; likewise the seller must be notified in writing of the damage or defects, stated with specificity, within the inspection period via certified mail to the above listed address. Subsequently, Buyer agrees to allow the Seller 30 days to inspect the goods to determine if goods are defective and agrees to allow further time to remedy and or cure any defects. Goods not rejected, in writing sent certified mail to the above listed address within 14 days shall be deemed accepted by the buyer. Buyer's silence after the Inspection Period shall constitute acceptance of the Goods and Buyer thereby waives any right to rejection or revocation thereafter. Acceptance of the shipment shall be conclusive evidence that the products were duly tendered to the Purchaser in good condition without damage or defect.

Shipment and Risk of Loss: The party that will pay the cost of shipment and freight shall be noted on the Acknowledgment and shall constitute a term of the Contract. Shipment shall be F.O.B Sellers Plant. Risk of Loss passes to Buyer upon Seller's tender to Carrier.

Force Majeure: Seller will not be responsible or liable for any delays in delivery or shipment due to war, strike, riot, crime or act of nature, or any and all causes beyond its control.

Personal Jurisdiction, Choice of Law, Venue: By and through this purchase the Buyer submits to Jurisdiction in the State of Idaho. Further, Buyer agrees to submit to personal jurisdiction in the State of Idaho if a legal claim between the parties arises. Buyer further agrees that Idaho law, and Idaho choice of law provisions will govern any legal proceedings that arise between the parties. Buyer agrees that Venue will be Franklin County, Idaho.

For Sale of Pipe and Fittings: LIMITED 1 YEAR WARRANTY AND LIABILITY

Plastic Industries, Inc. does hereby warrant, subject to limitations hereinafter stated, its goods to be to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of Order Acknowledgment. THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER AND WILL BE VOID IF THE PRODUCT(S) IS USED UNDER CONDITIONS OTHER THAN THOSE FOR WHICH IT/THEY WAS DESIGNED AND/OR IF IT IS NOT USED IN COMPLIANCE WITH ALL INSTRUCTIONS CONTAINED IN ANY OPERATING MANUAL OR SPECIFICATION SHEETS PROVIDED FOR SUCH PRODUCT.

UNDER THIS LIMITED WARRANTY, THE SOLE OBLIGATION OF PLASTIC INDUSTRIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT. THE SELLER SHALL CHOOSE TO "REPAIR" OR "REPLACE" AT ITS OPTION. Purchaser must notify Plastic Industries, Inc. in writing at its address shown above within ten (10) days from the date of discovery of any claimed defect specifically stating the details of such defect, and if requested by Plastic Industries, return the defective product; freight prepaid, to Plastic Industries, F.O.B Sellers Plant as shown on the Acknowledgment form. Buyer agrees to allow the Seller 30 days to inspect the goods to determine if goods are defective and further time to remedy and or cure any defects.

PLASTICS INDUSTRIES SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, WHETHER, SPECIAL, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM ANY BREACH OF WARRANTY, EXPRESSED OR IMPLIED, OR FROM ANY AND DEFECTS IN OR ON ITS PRODUCTS.

All sales are made without any representations by Plastic Industries. No statement, warranty, remark, agreement, representation, promise or understanding, oral or written, made by Plastic Industries or any agent, representative or employee thereof, which is not contained herein, will be recognized by, or be enforceable or binding upon Plastic Industries. Buyer's reliance upon any such statements shall be at its peril.

SELLER EXPRESSLY DISCLAIMS ANY AND ALL: IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PUPPOSE, IMPLIED WARRANTIES OF MERCHANTABILITY, AND EXPRESS WARRANTIES: THERE ARE NO WARRANTIES BY PLASTIC INDUSTRIES, OTHER THAN THOSE SPECIFICALLY SET OUT ABOVE.

There are no understandings or undertakings of any kind with respect to the products or any part thereof which are not expressly set forth and contained herein. In the event any provision of this LIMITED WARRANTY AND LIMITATION OF LIABILITY is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Limitation on action: Any action for breach of this LIMITED WARRANTY AND LIMITATION OF LIABILITY must be commenced within one (1) year after Buyer's first notification to Seller concerning damage or defect concerning the goods at issue.