

TERMS & CONDITIONS OF SALE

1. SCOPE

- a. All purchase orders, order confirmations, order confirmation changes and / or quotations for the purchase of goods or services from 1-Pack (SELLER) shall be governed by these terms and conditions (T&C). Upon issuance of an order confirmation, these T&C become a binding contract between the SELLER and the Buyer (BUYER), mutually referred to as the parties (PARTIES).
- b. The BUYER expressly agrees to the T&C regardless of any conflicting terms in any proposal, quote, order confirmation, or other communication between SELLER and Buyer, unless such conflicting terms are confirmed by SELLER in writing.

2. PURCHASE ORDER

The SELLER requires a written Purchase Order (PO) for all orders from the BUYER. Purchase Orders must be in writing and can be sent by mail, fax or e-mail. Unless expressly agreed and notwithstanding any other provision in a Purchase Order, all Purchase Orders will be subject to these Terms and Conditions.

3. PRICE & TERMS

- a. Prices payable by BUYER are specified in the offer. Unless otherwise stated, all prices exclude shipping and taxes. At any time and at the sole discretion of the SELLER the prices published, quotes or any other publications may be modified by SELLER.
- b. Any taxes, charges and other duties imposed by federal, state or local government on the manufacture, sale, shipment or use of SELLER's products (other than income and excess profit taxes) will be paid by BUYER.
- c. Cancellation of a placed and accepted Purchase Order requires the prior written consent of the SELLER. Canceled Purchase Orders are imposed with reasonable cancellation charges to cover all costs and expenses incurred by SELLER.
- d. Payment terms are net 30 days from the date of the invoice, payable through check, ACH transfer or electronic wire. For first-time customers with a Purchase Order value less than USD 5,000, BUYER agrees to pay SELLER 50% of the PO in advance. For late payments, BUYER will be charged a 3% rate per month.

4. SHIPMENTS & ACCEPTANCE

- a. Time is of the essence of the performance under any Purchase Order. All deliveries are based on the Incoterms 2010 and are Ex Works (EXW) unless otherwise offered by SELLER.
- b. Due to production circumstances, the SELLER reserves the right to vary any shipment by up to 10% over, or 10% under, the ordered quantity.
- c. Within 60 days BUYER notifies SELLER in writing of any claim by BUYER based upon condition or nonconformity with SELLERS' product specifications. The BUYER's failure to comply with this policy

result in the acceptance by the BUYER of such products and will bind the BUYER to pay SELLER for the full price of such products. Accepted products may not be returned without the SELLER's written consent.

5. WARRANTY

The SELLER expressly disclaims any and all warranties or liability related to merchantability, fitness for a particular purpose, usability or functionality, or decorating, labeling or product compatibility, regardless of whether the goods are used alone or in combination with other products purchased or ordered either from SELLER or from other third parties.

6. LIMITATION OF LIABILITY

- a. In no event shall the SELLER be liable to the BUYER or any other person for loss or damage arising, directly or indirectly, from the use of the goods or any alleged breach or any other cause regardless of whether or not SELLER has been advised of the possibility of such damages. The BUYER accepts full responsibility for all personal injury or property damage resulting from the handling, possession or use of the goods sold by the BUYER or its customer or other end users.
- b. The BUYER will indemnify and hold the SELLER harmless from any and all loss or injury to persons or property arising out of handling, use or possession of product delivered to it.

7. PRIVATE TOOLING

- a. Prices for private tools contain the design and development costs but exclude prices for testing and alternations made on the customers direction
- b. SELLER retains ownership of all tools made for the BUYER or by a contracted third party, unless agreed to differently.
- c. The tools shall be used only for customer orders as expressly agreed, for as long as the customer continues payment and acceptance obligations. The SELLER is obliged to replace the tools free of charge only when the required production quantity necessitates its replacement. The SELLER's requirement to store the tools ends two years after the last delivery of parts produced with the tools. The customer shall be notified before their disposal.
- d. When the BUYER orders the SELLER to build an in individual customized injection or blow mould, according to its own design and design specifications, the Buyer guarantees that his product is free from third party rights.

8. DESIGN / MOCK-UP / DOCUMENTATION

- a. The SELLER retains the sole ownership rights and copyrights of the drafts, documentation, sketches, drawings and other documents. If the BUYER provides patterns and ideas, the SELLER receives a co-copyright to the extent to which the pattern or concept was fashioned by the SELLER.

- b. If no purchase order is placed, the BUYER is obliged to return to the supplier without delay all provided documentation, including any copies made. Digital copies are to be permanently destroyed.
- c. The SELLER is released from any possible claims of third parties during the provision of models and ideas.
- d. Any produced drafts, drawings, mock-ups and similar by the supplier remain the property of the supplier, even if the customer was charged production costs.

9. INTELLECTUAL PROPERTY RIGHTS

- a) The SELLER represents and warrants to the BUYER that no Goods or Services in connection with a Purchase Order shall be a misuse or misappropriation of any trade secret or infringe any patent, copyright, trademark, industrial design right or another proprietary right not owned or controlled by the SELLER.
- b) The SELLER solely furnishes information about the products provided by BUYER and makes no representations or warranties to the BUYER regarding any infringement of intellectual property rights or the absence thereof, resulting from the use of the Products.
- c) The SELLER reserves all intellectual property rights it may have in the products. All intellectual property rights concerning any design and / or invention conceived or first reduced to practice, by the SELLER in connection with the SELLER's products will remain the property of the SELLER. All drawings, illustrations, dimensions, specifications, designs, plans, computations, and descriptions provided by the SELLER in connection with any work quotations, or contracts, whether of products or general engineering or other arrangements are the SELLER's property and must not be copied or disclosed to any other persons or used for any purpose whatsoever without the SELLER's prior written consent
- d) In the event of the BUYER placing a Purchase Order for individual molding, the BUYER guarantees that his design and final product are free from third party rights.

10. ASSIGNMENT

Except as otherwise provided, the Purchase Order and this Agreement shall be binding upon and inure to the benefit of the PARTIES' successors and lawful assigns.

11. FORCE MAJEURE

Neither PARTY shall be liable for any failure to perform or delay in performance BUYER's Purchase Order or other agreement to the extent that any such failure arises from acts of God, war, civil unrest or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, machine or equipment breakdown, inability to obtain energy, raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.

12. GOVERNING LAW

This contract is governed by and construed under the laws of the State of Delaware, including the Uniform Commercial Code as in effect in Delaware except as the provisions of such code are herein modified. The parties agree that the

United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement and is strictly excluded.

13. SURVIVAL

Should any provision of this contract between the PARTIES is or become illegal or unenforceable, in whole or in part through a tribunal of competent jurisdiction, the remaining provisions in this agreement shall nevertheless be valid, binding and enforceable under their terms unless the whole purpose of the present contract is there from affected.

14. ENTIRE AGREEMENT

The Purchase Order, this agreement and the operative provisions of quotations issued by SELLER shall be binding upon the PARTIES and their successors and assignees, and constitutes the sole and exclusive agreement between PARTIES concerning the matter contained herein and supersedes all prior representations and agreements. This contract may not be altered, amended, modified or rescinded except by a writing signed by PARTIES.