

TERMS AND CONDITIONS

This agreement constitutes the entire contract between Hauser Packaging, Inc. and/or Hauser Corks, Inc. (hereafter, "Seller") and the customer named on the front hereof (hereafter, "Buyer") relating to the goods or services identified herein (hereafter, "Products"), is binding upon the parties as of the date hereof and cannot be canceled by Buyer. No modifications hereof shall be binding upon Seller unless in writing and signed by Seller's duly authorized representative and no modification shall be effected by Seller's acknowledgment or acceptance of Buyer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default.

QUOTATIONS AND PRICES. All quotations are invitations for offers to purchase, not offers to sell, are subject to acceptance within thirty (30) days or as otherwise stated on the quotation, and may be changed or withdrawn prior to receipt of notice of acceptance.

ACCEPTANCE AND CANCELLATION. No orders for products shall be binding upon the seller until accepted in writing by an authorized official of the seller. No order accepted by seller may be modified, canceled or terminated without seller's prior written consent.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by any transaction between the seller and the buyer (other than taxes on or measured by seller's net income) shall be paid by buyer in addition to the prices quoted or invoiced. If seller is required to pay any such tax, fee or charge, buyer shall reimburse seller therefore.

CREDIT AND CUSTOMER APPROVAL. Without exception, all orders and shipments are subject to written approval of seller's credit department. Seller reserves the right to refuse orders placed by a buyer for a particular customer if the customer is not approved by seller's credit department. Seller shall have the absolute right to refuse direct shipment to any such customer.

PAYMENT TERMS. The net amount of an invoice shall be due and payable in one installment according to the terms printed on the invoice and the date of shipment. Seller may demand full or partial payment in advance before proceeding with the contract. If payment in full of any invoice is not made by or before the net due date, buyer agrees to pay a service charge on the unpaid balance at the rate of one and one-half percent (1 1/2%) per month (18% per annum) until the invoice and all service charges have been paid in full. Buyer shall pay all collection fees, including attorney's fees incurred by seller while attempting to collect past due invoices.

DELIVERY. Unless otherwise specified on the face hereof, all deliveries are F.O.B. point of origin of shipment. Unless otherwise requested by buyer, products will be shipped prepaid and via carrier of seller's choice. Prepaid shipping and handling costs will be billed at current rates. Seller will not provide copies of carrier freight invoices to buyer. Upon delivery of Products to carrier, Buyer assumes risk of all loss and damage resulting from any cause whatsoever. Shipping dates are approximate and are not guaranteed.

BUYER'S SOLVENCY. Buyer represents that it is not insolvent as that term is defined in the uniform commercial code. In the event the buyer becomes insolvent before the delivery of products, it will so notify the seller in writing. Buyer's failure to so notify seller shall be construed as a reaffirmation of buyer's solvency at the time of delivery.

SECURITY. Buyer hereby grants in favor of Seller a security interest in all of the Products, and Seller has all the rights and remedies of a secured creditor under Article 9 of the Massachusetts Uniform Commercial Code.

CASUALTY AND AVAILABILITY OF RAW MATERIALS. Buyer acknowledges that Seller imports its materials for the Products. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including, but not limited to acts of God, acts of Buyer, acts or military or civil authorities, fires, strikes, flood, loss at sea during transit, epidemic, war, riot, delays in transportation or car shortages, or inability to obtain necessary labor, materials, components or services through Seller's usual and regular sources at usual and regular prices. In any such event Seller may, at any time and from time to time, postpone the delivery dates under this contract or make partial delivery or cancel all or any portions of this and any other contract with Buyer without further liability to Buyer. Cancellation of any part of this order shall not affect Seller's right to payment of for Products delivered hereunder.

STORAGE. If products are not shipped within Fifteen (15) days after notification to buyer that they are ready for shipping, for any reason beyond seller's control, including buyer's failure to give shipping instructions, seller may store such products at the buyer's risk in a warehouse or yard or upon seller's premises, and the buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices.

CLAIMS. Buyer must make any claims in writing within thirty (30) days after buyer's receipt of the products. Buyer shall set aside, protect and hold such products, without further processing, until seller has an opportunity to inspect and advise as to disposition, if any, to be made of such products. In no event shall any goods be returned, reworked or scrapped by buyer without seller's prior written permission in advance.

RETURN OF PRODUCTS. Products may not be returned to Seller unless Buyer obtains Seller's written permission in advance. Returns authorized shall be at Buyer's liability are to be returned freight prepaid by the Buyer to the Seller's specified destination.

PERMISSIBLE VARIATIONS- products shipped by seller shall be within seller's published limited and sizes, subject, however, to seller's standard variations and seller reserves the right to ship overages or underages of weight, length, size and/or quantity in accordance with seller's standard practices.

DISCLAIMER OF WARRANTIES. Seller hereby agrees to assign to Buyer any and all warranties of whatever nature which Seller holds for its own benefit from any manufacturer, wholesaler or distributor, but **DISCLAIMS ANY AND ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY TYPE OR NATURE.** Buyer hereby acknowledges that Buyer assumes all the risk that the Products will be suitable for their intended use, that Buyer did not rely on any representation of the Seller in determining whether Products were suitable for Buyer's use, and that Buyer did not rely on any representation made by an agent or employee of Seller in purchasing any Products or accessories thereto, except as provided in this document. Buyer expressly agrees that any representations made by Seller's agents or employees shall not be binding upon Seller without Seller's express written consent to be bound thereto.

LIMITATION OF SELLER'S LIABILITY AND LIMITATION OF BUYER'S REMEDY. Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from the manufacture, sale, delivery, resale, repair or use of any Products shall in no case exceed the lesser of the cost of repairing or replacing Products failing to conform to the specifications set forth herein or the price of the Products or part thereof which gives rise to the claim. In no event shall seller be liable for special, incidental or consequential damages, or for damages in the nature of penalties.

INDEMNIFICATION. Buyer agrees to defend and indemnify Seller of and from any and all claims or liabilities asserted against Seller in connection with the manufacture, sale, delivery, resale, repair or use of any Products arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Seller in connection with such Products or by reason of the failure of Buyer, its agents, servants, employees or customers to comply with any federal, state and local laws applicable to such Products or the use thereof, including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyer, its agents, servants, employees or customers.

NO STRICT CONSTRUCTION AGAINST DRAFTER. In the event of any ambiguity or inconsistency in these terms and conditions of sale, said terms shall be given their literal or intended meaning and will not be strictly construed against or to the detriment of the seller.

SEVERABILITY. Should any provision of these terms and conditions of sale be found to be in violation of law, the remainder of these terms and conditions shall continue to be in full force and effect.

NO ASSIGNMENT. Neither these terms and conditions of sale nor any rights, interests, or benefits of buyer hereunder may be assigned by buyer to any other party without the prior written consent of the seller.

SURVIVAL. All rights and obligations contained in these terms and conditions of sale, which by their nature or effect are required or intended to be observed, kept or performed after the termination or expiration of a product order will survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

COMPLIANCE WITH LAW. Diversion of all products contrary to U.S. law is prohibited. Buyer will not supply, tranship or export any products in violation of U.S. law.

GOVERNING LAW AND JURISDICTION. This agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of The Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof. Buyer irrevocably submits to the jurisdiction of the state and federal courts located in Massachusetts in any action or proceeding arising out of or relating to this agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court.

