

CREATIVE PACKAGING SOLUTIONS TERMS AND CONDITIONS OF SALE

WHEREAS, Creative Packaging Solutions Corporation, inclusive of any of the company's DBAs or Doing Business As, subsidiaries, employees, or representatives (collectively, "CPS") incorporates the following into any purchase.

1. Exclusive Governing Provisions.

The accompanying proposal, invoice, purchase order, or Sales Order Acknowledgment (the "Sales Confirmation" and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Conditions prevail over any of the Buyer's (hereinafter the "Buyer") general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.

Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Such assent shall be deemed given upon the earlier of (i) the Buyer's acceptance of these Conditions pursuant to a credit application containing or referencing these Conditions, (ii) the Buyer ordering goods or services from CPS based on a CPS quotation or proposal referencing these Conditions, or (iii) after Buyer's receipt of these Conditions as contained or referenced in a CPS Sales Order Acknowledgement, bill of lading, packing slip, invoice or other form (including, without limitation, electronic correspondence), unless the Buyer rejects the Conditions in their entirety (specifically referencing these Conditions) by delivering written notice thereof to CPS. No additional or different Conditions, whether contained in a purchase order or any other communication from the Buyer (whether written or oral and whether previously given or later asserted), shall be binding upon CPS unless specifically agreed to in writing by an executive officer of CPS, provided however any additional terms contained in the purchase order that do not conflict with these Conditions shall be incorporated herein. The failure of CPS to object to any such conditions which conflict those set forth herein shall not be a waiver of these Conditions or an acceptance of such or additional or different conditions. No modification or amendment of, or addition to, these Conditions or any order accepted by CPS by the Buyer shall be binding unless in writing and signed by an executive of CPS.

2. Payment Terms; Late Fee. The Buyer shall not retain or withhold from CPS any sum stated on any invoice for any reason whatsoever. The Buyer's payment obligation is in no way contingent upon the Buyer's receipt of payment from any party. Each invoice rendered by CPS to

the Buyer shall be deemed correct and binding upon the Buyer unless CPS shall receive a written statement of objection within three (3) days after such invoice is rendered. Interest shall accrue on all amounts remaining unpaid after the due date for the lesser of: (i) one and one-half percent (1-1/2%) per month, or (ii) the maximum lawful rate. If CPS refers an invoice to an attorney or other party for collection, the Buyer shall pay on demand all of CPS's expenses of collection including, without limitation, reasonable attorneys' fees and costs including fees and expenses of any expert retained by CPS. To the fullest extent permitted by law, CPS reserves the right, and in CPS's sole determination, to charge Buyer a Twenty-Five-dollar (\$25) fee for service transmittal to Transworld Systems on any invoice which breaches the payments terms herein and to otherwise suspend credit or to change the payment or credit terms at any time provided herein or elsewhere if the financial condition or business prospects of the Buyer so warrant. In such a case, in addition to any other rights herein or by law provided, adequate assurances of the Buyer's ability to perform its obligations to CPS such as a cash payment by the Buyer or satisfactory security from the Buyer, may be required by CPS before shipment. Without precluding the use of other forms of assurances, CPS may accelerate the due date of payment under any invoice or order. Failure to pay any invoice in full by its stated due date shall automatically cause all other invoices to the purchase to be immediately due and payable irrespective of their terms, and CPS may withhold all subsequent deliveries until all amounts due CPS by the purchase have been paid in full. Acceptance by CPS of less than full payment shall not act as a waiver of any of its rights.

3. Taxes. Unless specifically advised in writing, CPS prices do not include sales, use, manufacturer's, occupation excise, VAT, or any similar or other tax, fee, duty, tariff or other charge imposed by any government authority on any transaction between CPS and the Buyer. The Buyer shall furnish evidence of any sales tax exemption and shall warrant the validity and accuracy thereof. In all events, any such tax, fee, duty tariff or other charge, even if initially advanced by CPS or any export-import broker, shall be the sole obligation of, and shall be promptly paid by the Buyer.

4. Delivery. CPS will not pay or be liable for any penalty or damage, whether liquidated or otherwise, for any

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delays late delivery because CPS used third-party shippers and carriers, and therefore is not responsible for any delivery delays caused thereby. Shipping dates are approximate and are not guarantee. All orders are subject to, and CPS shall not be responsible or liable for any delay or other failure to perform by CPS directly or indirectly resulting from any foreign or domestic embargoes, seizures, acts of God, insurrections, riots, wars, continuances of war, terrorism, delays in or the lack of availability of goods, materials, ingredients or components from CPS's suppliers, delays in transportation, strikes or other labor disputes, fires, floods, hurricanes, earthquakes, explosions or other accidents, computer related attacks, hacking, or acts of terrorism, or other acts of civil disorder, embargoes, other causes beyond the performing Party's reasonable control, the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the procurement, production, manufacture or delivery of goods and services hereunder or any act or event beyond CPS's control either of the foregoing nature or of any other kind, nature or description.

5. Errors. All stenographic or clerical errors are subject to correction by CPS.

6. Assignment. No purchase order or rights of the Buyer thereunder or elsewhere, or any obligation of the Buyer to CPS may be assigned by the Buyer without obtaining CPS's prior written consent in each instance, which consent may be withheld in CPS's sole discretion. CPS may assign the rights and obligations hereunder in whole or in part on one or more occasion without obtaining the consent of or giving notice to the Buyer.

7. Risk of Loss; Right to Inspect; Notice of Rejection. All risk of loss or damage in transit shall pass to the Buyer upon the goods being placed into the possession of a carrier for shipment, provided, however, that the Buyer shall have the right to inspect the goods upon tender by CPS to the carrier. The failure of the Buyer to inspect any particular shipment within five (5) days after tender to the Buyer shall constitute a waiver of the Buyer's right to inspect that shipment and shall constitute an acceptance of such goods. All claims for shortages defects or other non-conformities in goods delivered shall be made in writing by the Buyer to CPS within five (5) days after their tender to the Buyer. Failure to notify CPS in writing of any claim within five (5) days after tender to the Buyer shall constitute an irrevocable acceptance of the goods and an

admission by the Buyer that the goods comply fully with all terms, conditions and specifications of the corresponding order. If the Buyer rejects any goods tendered, the Buyer shall fully specify all claimed defects and other non-conformities in the notice of rejection sent to CPS within such five (5) day period. The failure to specify any particular defect or other non-conformity shall constitute a waiver by the Buyer of that defect or other non-conformity.

8. Disclaimer of Warranties. Any description of the goods or services contained on any quotation, purchase order, packing list, sales order acknowledgement, bill of lading, proforma invoice or invoice is for the sole purpose of identifying them, and does not constitute a warranty that the goods or services shall conform to that description. The use of any sample or model in connection with a sale of goods or services is for illustrative purposes only and does not constitute a warranty that the goods or services will conform to the sample or model. **CPS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; or (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

9. Testing. Buyer assumes all responsibility for testing the compatibility and capacity of their products with goods sold by CPS.

10. Trade Practices. For each order of goods, Buyer agrees that there may be a variance of actual quantity delivered. If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the goods or any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Sales Confirmation adjusted pro rata. Prices for all goods and services are subject to customary adjustments, including without limitation, adjustments based on changes in energy and raw material costs and are dependent on price in effect at time of shipment. Ship dates and lead times are subject to receipt of approved specifications from the Buyer.

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11. Confidentiality. In connection with the offer for sale and the sale of goods and services to the Buyer, CPS may disclose to the Buyer confidential business information of CPS, including, but not limited to, prices of goods or services and the names of CPS's suppliers of goods or services. The Buyer agrees to maintain the confidentiality of this information and not to disclose any of the information to third parties and not to use this information for any purpose unrelated to the sale of goods and services pursuant to these Conditions. Buyer acknowledges that any breach of this provision may cause CPS irreparable damage, and that monetary damages alone may not be an adequate remedy for such breach. Accordingly, purchase acknowledges that CPS shall be entitled to seek, without the necessity of posting any bond, equitable and injunctive relief to prevent or remedy such a breach.

12. Arbitration; Jurisdiction and Venue. Any controversy or claim arising out of or relating to the sale of goods or any services provided by CPS, or the Conditions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association before a lone arbitrator in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The seat of the arbitration shall be New Jersey. All such arbitration proceedings shall take place in New York. In the event there is any litigation relating to this paragraph requiring arbitration or any other matter that is found not to be subject to arbitration, then the parties irrevocably agree that jurisdiction and venue in any such lawsuit shall properly (but not exclusively) lie in the state and federal courts of New York, New York County and the parties irrevocably agree that venue would be proper in such court and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

13. Attorneys' Fees. In connection with actions described in Section 12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the non-prevailing party as part of the same arbitration or litigation, provided, however, if a party prevails on some, but not all, of its claims, such party shall be entitled to recover an equitable amount of such fees, costs and expenses, as determined by the applicable arbitrator or court commensurate with its degree of success against the prevailing party.

14. Returns for Credit. Buyer shall in no event are goods to be returned without in each instance first obtaining CPS's prior written permission to do so. CPS reserves the right to refuse any goods returned for credit without such prior written permission. Unless otherwise indicated by CPS, all goods shall be returned F.O.B. port of delivery and all risk of loss or damage in transit shall not pass to CPS until delivery thereto. The amount of credit given to the Buyer by CPS (if any) shall be fixed by CPS in its sole discretion, including, but not limited to, a restocking fee.

15. Indemnification against Patent Infringement. If any goods sold by CPS are not part of CPS's standard line of items offered by CPS in its usual course of CPS's business, but are produced in accordance with the Buyer's specifications, requirements, designs or other request, the Buyer shall indemnify and hold CPS and its successors and assigns harmless from and against all losses, damages and expenses, including without limitation, attorneys' fees and costs including the fees and expenses of any expert, arising out of any claim or demand in the nature of patent infringement, trade dress infringement, unfair competition or the like asserts against CPS and/or its successors and assigns and shall defend any such claim or demand at its sole expense, provided that the Buyer shall not consent to the entry of any judgment or enter into any settlement or compromise with respect to any such claim or demand without CPS's prior written consent. This indemnification applies to the initial adjudication, in whatever forum, and all subsequent appeals or proceedings with respect thereto.

16. Governing Law. The terms of these Conditions shall be interpreted, and the rights and obligations of the parties hereto shall be governed and determined by, the Uniform Commercial Code and the other internal laws of the State of New York. Whenever the term "Uniform Commercial Code" is used herein, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of New York as effective and in force on the date of a sale of goods or services by CPS to the Buyer to which the Conditions apply. Whenever a term defined by the Uniform Commercial Code is used in these Conditions, the definition contained in the Uniform Commercial Code will determine its meaning herein.

17. Buyer's Representation of Solvency. The purchase represents, by placing any purchase for goods or services or by accepting tender of goods, that the Buyer is not "insolvent" as that term is defined in the Uniform Commercial Code. In the event that the Buyer becomes

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insolvent before tender or delivery of the goods, the purchase shall so notify CPS in writing. Any failure to notify CPS in writing shall be construed as a reaffirmation of the Buyer's solvency at the time of delivery.

18. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the goods under this Agreement or any resale of the goods by Buyer. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. CPS may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on goods.

19. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Interpretation; Parol Evidence; Trade Usage.

Except as otherwise agreed in writing by the parties, these Conditions are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms and conditions of sale with respect to any sale of goods or services by CPS to the Buyer. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in these Conditions. Acceptance or acquiescence in a course of performance rendered under these Conditions shall be relevant to determine the meaning of these Conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity for objection. If any provision of these Conditions shall be unenforceable, then such provision shall be null and void and the remainder of the Conditions shall remain in full force and effect. The paragraph headings herein are for convenience only and shall not be deemed to limit or otherwise modify the terms hereof.

No agent, employee or representative of CPS has any authority to bind CPS to any affirmation, representation or warranty concerning the goods or services sold by CPS, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included in these Conditions it shall not be enforceable by the Buyer. Buyer acknowledges the Conditions will not be construed in favor against CPS by reason of authorship.

21. Limitations of Liability.

IN NO EVENT SHALL CPS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL CPS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CPS FOR THE GOODS SOLD HEREUNDER.

IN NO EVENT SHALL ANY PENALTY OR LIQUIDATED DAMAGES CLAUSE OF ANY DESCRIPTION BE EFFECTIVE AND BINDING UPON CPS UNLESS SPECIFICALLY APPROVED IN WRITING BY AN EXECUTIVE OFFICER OF CPS. IN NO EVENT SHALL CPS OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AS THOSE TERMS ARE DEFINED IN UNIFORM COMMERCIAL CODE.

22. Survival. Provisions of these Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: 11. Confidentiality, 12. Arbitration; Jurisdiction and Venue; 13. Governing Law; 15. Indemnification against Patent Infringement; 18. Compliance with Laws; 21. Limitation of Liability; and 22. Survival.