

SALES TERMS AND CONDITIONS

These terms and conditions ("Terms") govern ALL Sales Orders, quotes or any other agreement and are expressly limited to and made conditional upon these Terms becoming part of the agreement between Centennial Plastics, Inc. ("Seller") and Buyer.

Acceptance. The Terms, as defined in the applicable acknowledgement, constitute the final written expression of all the Terms of the parties' agreement and are the complete and exclusive statement of those Terms. Furthermore, the parties agree that the Terms cannot be contradicted, supplemented, or explained by evidence or course of performance, course of dealing or usage of trade. Also, none of the terms nor any condition, understanding, or agreement purporting to modify or vary the Terms or the applicable acknowledgement will be binding, unless made in writing and signed by the party to be bound.

Representations, Limited Warranties and Disclaimers. Seller represents and warrants the goods shall be free of defects in material and workmanship for the limited warranty period. Warranties differ by product line and can be found at www.centennialplastics.com. SAID EXPRESSED WARRANTIES ARE THE SOLE WARRANTIES PROVIDED AND SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES FOR MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Examination of Goods. Upon Buyer's receipt of shipment, Buyer shall immediately inspect the goods for shortages, defects or incorrect product. Failure by the Buyer to give notice of claims within 30 days after receipt of goods shall be deemed an unqualified acceptance of such goods and a waiver of Buyer to all claims with respect to said goods. No returned goods from any source will be accepted by Seller, without written approval. If permission is granted, the returned goods will be subject to a 25% restocking charge plus the freight cost. Non-standard items are not returnable.

Freight. If not stated on your price sheet or quote, Orders of \$7,500 or more at net price will be freight prepaid allowed (within our typical shipping territory). For freight prepaid orders, Seller shall use its own discretion in choice of carrier, method of packing, etc. to avoid excessive shipping charges. Orders less than \$7,500 net price will be freight prepaid and billed. Additional freight charges, resulting from special Buyer requests, drop shipments, cancellations, etc., may be passed on to the Buyer. Special customer packaging will only be furnished upon request and any additional costs incurred will be passed onto the Buyer. Will call orders require a 24-hour notice to prior to pick-up. The Seller will determine which location the order is shipped from.

Minimum Order. The minimum order amount is \$500. Any order received below the minimum net will automatically be processed and billed at the minimum charge.

Buyer's Cancellation. With all orders being individually entered and processed immediately upon receipt, Seller reserves the right to charge the Buyer for costs incurred from either cancellation or any changes on the order.

Buyer Delayed Shipment. Buyer shall accept receipt of products within thirty (30) days of the date of manufacture unless Buyer and Seller agreed to delayed shipment on or before the date of sales order acceptance. After thirty (30) days, a storage charge of fifty dollars (\$50) or two-tenths percent (0.2%) of the invoice amount, whichever is greater, may be imposed for each day of Buyer imposed shipment delay.

Returned Goods. No returned goods from any source will be accepted by Seller, without written approval, together with shipping instructions from Seller. If permission is granted, the returned goods will be subject to a 25% restocking charge plus freight costs. Non-stocking/non-standard items are not returnable.

Title and Risk of Loss. Title to any goods sold and risk of loss of such goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.

Force Majeure. Seller shall be excused for any delay or failure to perform due to fire, act of God, or similar catastrophe, strike, or labor trouble affecting Seller or its suppliers or subcontractors or due to any cause beyond the reasonable control of Seller.

Arbitration. Any and all disputes, complaints, controversies, claims and grievances arising in any manner related to this agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Entire Contract. The terms set forth herein constitute the entire agreement between Buyer and Seller on these issues. Any representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from these terms shall be given no effect or force.