

Turning Plastic Scrap Into Usable Plastic

5955 W 80th Street, Indianapolis 46278 • T:317.872.5115

1. **No Modifications** - None of the Purchase Order Terms and Conditions contained of this Purchase Order may be amended, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer and delivered to Seller, and each shipment received by Buyer from Seller shall be deemed to be only upon these Terms and Conditions and no others, notwithstanding any terms and conditions that may be contained in any acknowledgment, confirmation, invoice, quotation or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.
2. **Packing and Cartage** - No charge for packing or cartage will be allowed except as stated herein.
3. **Shipment** - If the goods to which this Purchase Order relates are not shipped in accordance with Buyer's direction and the instructions set out in this Purchase Order, Seller shall pay to Buyer any excess cost incurred by Buyer as a result thereof.
4. **Labeling** - All goods shipped by Seller to Buyer must be accompanied by an accurate material description and shall be clearly and conspicuously labeled so that Buyer may easily determine the contents and origin of each container. Any materials received without clearly marked exterior labeling identifying contents and origin will be rejected by the Buyer at Seller's risk. Seller shall label containers of all goods which are known to constitute a hazardous material, hazardous substance, health, poison, fire or explosion hazard in accordance with the labeling laws of the state to which such goods are shipped. In the absence of any such law, Seller shall label such containers in accordance with the U.S. Department of Transportation hazardous material regulations as set out in 49 CFR.
5. **Payment** - Unless otherwise agreed, Seller's invoices shall be paid by the 15th of the month following the date of invoice.
6. **Excess Goods** - Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be pre-paid by Seller.
7. **Delays** - Time is of the essence under this Purchase Order. If Seller shall fail or refuse to proceed in accordance with this Purchase Order, or if Seller shall fail to make delivery according to the delivery schedule or dates called for herein, Buyer may cancel all or any remaining portion of this order unless the Seller's delay is an excusable delay as hereinafter defined. The term "excusable delay" as used in this paragraph means Seller's delay in making a delivery required under this Purchase Order which is (i) without fault or negligence on the Seller's part, and (ii) is due to causes beyond Seller's control including, but not limited to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a carrier due to such causes. Seller shall promptly notify Buyer of any such delay and the cause thereof.
8. **Termination** - Buyer may terminate this order for its convenience, in whole or in part, by written notice to be sent by first class mail, fax transmission, or electronic mail at any time. If this order is terminated for convenience, any claim of Seller shall be settled on the basis of its actual, reasonable costs incurred by Seller (without inclusion for overhead or profit) in the performance of this order.
9. **Risk of Loss** - The risk of loss or damage to the goods shall remain with the Seller until delivery and actual receipt thereof by the Buyer.
10. **Seller's Warranties** - Seller expressly warrants that all goods covered by this Purchase Order will conform to the specifications, samples or other descriptions of the goods furnished to or by Seller and adopted or accepted by the Buyer, and that the goods will be free of any hazardous material and/or hazardous substance, as defined by law. Seller further warrants that the goods will be merchantable and fit and sufficient for the particular purpose intended by the Buyer and that Seller has been informed of Buyer's intended use of the goods. Such warranties shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of the goods or by payment for them.
11. **Nonconforming Goods** - If any of the goods fails to meet the warranties contained in Paragraph 10, Seller, upon notice thereof from Buyer, shall promptly correct or replace the same at Seller's expense. If Seller shall fail so to do, Buyer may cancel this order as to all such goods, and in addition, may cancel any remaining balance of this Purchase Order. After notice to Seller, all such goods will be held at Seller's risk. Buyer may, and at Seller's direction, shall return any such goods to Seller at Seller's expense and risk, and all transportation charges, both to and from the original destination, shall be pre-paid by Seller. Any payment for such goods shall be refunded by Seller unless Seller promptly corrects, cures or replaces the same at Seller's expense.
12. **Compliance with Applicable Laws and Regulations**. Seller, in the performance of this order, shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause, as amended, and all other applicable Federal, state and local laws, regulations, rules and ordinances, and Seller agrees, upon request, to furnish Buyer a certificate to such effect in such form as Buyer may from time to time require. This agreement shall be construed under the laws of the State of Indiana.
13. **Taxes** - Unless otherwise stated, the prices shall include any sales, use, excise, or similar taxes applicable to the goods being sold hereunder. All such taxes and charges, if applicable, shall be shown separately on Seller's invoice.
14. **Breach by Seller & Buyer's Remedies** - In the event Buyer shall retain legal counsel to enforce its rights against Seller under this Purchase Order or otherwise applicable law, then Buyer shall be entitled to the recovery of its reasonable attorneys' fees and litigation expenses from the Seller in addition to the recovery of damages. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.
15. **Governing Law and Forum** - This Purchase Order shall be construed as a contract made in the State of Indiana and shall be governed by the laws of the State of Indiana without regard to its conflict of law's provisions. Any action or suit initiated by either party relating in any way to this Purchase Order must be brought in a federal or state court located in Marion County, Indiana and Seller hereby consents to the jurisdiction of the courts of the State of Indiana. The parties expressly waive the application of the United Nations Convention on Contracts for International Sale of Goods.