

MAPTECH PACKAGING LLC
TERMS & CONDITIONS

THESE TERMS AND CONDITIONS FORM A PART OF THE AGREEMENT BETWEEN BUYER (DEFINED BELOW) AND MAPTECH PACKAGING LLC ("MAPTECH"), AND ARE A PART OF ALL PURCHASE ORDERS ACCEPTED AND SALES ACKNOWLEDGEMENTS (OR SIMILAR DOCUMENTS) DELIVERED BY MAPTECH. MAPTECH'S ACCEPTANCE OF ANY PURCHASE ORDER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS, AND ANY PURPORTED ACCEPTANCE OF ANY PURCHASE ORDER ON ANY TERMS AND CONDITIONS THAT ARE DIFFERENT OR ATTEMPT TO MODIFY, SUPERSEDE, SUPPLEMENT OR OTHERWISE ALTER THESE TERMS AND CONDITIONS WILL NOT BE BINDING UPON MAPTECH, REGARDLESS OF WHEN SUCH TERMS AND CONDITIONS ARE PROVIDED TO MAPTECH AND WHETHER OR NOT MAPTECH SEPARATELY REJECTS THE SAME. ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL NOT BE EFFECTIVE OR BINDING UPON MAPTECH UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF MAPTECH.

DEFINITIONS

"Buyer" as used herein shall mean the purchaser of goods from MAPtech.

"Product" as used herein shall mean the goods purchased by Buyer and shall include the plural.

QUOTATIONS

Until an order is accepted by MAPtech, quoted prices are subject to change without notice. Prices quoted are based on MAPtech's labor and material costs as of the date of the quotation. Unless specified otherwise, prices are based upon the quantity released for MAPtech's production and/or shipment in one lot, and are exclusive of any delivery and insurance costs, and applicable taxes or other governmental charges.

ORDERS & DELIVERY

If, after placement of an order, Buyer reduces quantities, Buyer shall pay MAPtech any increased costs caused by the manufacturing or packaging of a lower quantity. MAPtech may reject any orders that do not meet MAPtech's minimum order quantities. Additional charges to the Buyer may be applied in the event that any material supplied by Buyer does not meet applicable specifications and causes additional manufacturing costs to MAPtech. Delivery dates are set at the time of order acceptance and delivery terms are FOB MAPtech's facility. Title to, and risk of loss for, the Products shall pass to Buyer at the time of delivery of possession of the Products to a common carrier.

PRICES, INVOICING & PAYMENT

Buyer shall pay MAPtech the pricing as set forth in the sales acknowledgement and/or in MAPtech's invoice. The item pricing is exclusive of delivery and insurance costs, and applicable taxes or other governmental charges, which shall be borne by Buyer. MAPtech shall invoice Buyer for each shipment of Product. An invoice will include the invoice date, the order number, and the total amount due along with the remittance name and address where payment is to be sent. All invoices are due within thirty (30) days of the invoice date. Payment shall be made in U.S. dollars. Payments not received when due shall bear interest at the rate of 1½% monthly from its due date until paid.

CHANGES & CANCELLATIONS

MAPtech shall not be responsible for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by MAPtech. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Upon acceptance by MAPtech, an order can only be cancelled effective with the date of MAPtech's written consent and upon terms that indemnify MAPtech against loss. Upon effective cancellation, MAPtech shall have the option to continue the processing of materials or articles affected to the point at which the processing can be halted with the least inconvenience to MAPtech. If any prior inventory in MAPtech's possession shall become obsolete due to such changes or cancellations by Buyer, Buyer agrees to be immediately invoiced for the value of the obsolete inventory.

NON-RECURRING ENGINEERING (NRE) CHARGES

Non-recurring engineering (NRE) charges may be quoted to cover the cost of any process design required for MAPtech to perform Buyer's manufacturing requirements, which may include, without limitation, special fabricating and/or machine programming. When revisions are made, an additional engineering charge may apply as necessary in MAPtech's sole discretion.

BUYER-SUPPLIED MATERIALS

If MAPtech uses materials supplied by Buyer, then Buyer shall be solely responsible for supplying and delivering such material in a timely manner at no cost or expense to MAPtech, in sufficient quantity and quality, including any loss, waste, or scrap that may occur for any reason, as MAPtech deems necessary to complete the order. Buyer hereby acknowledges that MAPtech shall not be liable for any failure or delay in delivering any Products if such failure or delay is caused by Buyer's failure to supply and deliver such materials in a timely manner or in sufficient quantity and quality as MAPtech deems necessary.

SPECIAL ORDERS

If any material shall be specially manufactured or sold by MAPtech to meet Buyer's specifications, Buyer will indemnify, hold harmless and defend MAPtech from and against any claim, suit, damage, cost, expense, fine, liability or cause of action whatsoever, including all reasonable attorneys' fees, on account of, relating to, or arising out of any claimed infringement of the rights of any third party due to the use of the Products by Buyer, or the further use, distribution or sale of the Products.

INTELLECTUAL PROPERTY & CONFIDENTIALITY

Title to and ownership of any technology, trade secrets, know how and information supplied by Buyer shall remain with Buyer. Buyer hereby grants MAPtech a limited, non-transferable, non-exclusive license to use Buyer's software, technology, trade secrets, knowhow and proprietary information provided to MAPtech in connection with MAPtech's manufacturing, processing and sale of the Products to Buyer or its designees, in each case free of any claim or allegation by Buyer of misappropriation or infringement by MAPtech. Title to and ownership of any and all software, technology, trade secrets, know how, and information of MAPtech used by MAPtech hereunder and/or in relation to the Products shall remain the property of MAPtech. The parties acknowledge that each other's propriety information described in this paragraph contains valuable trade secrets. Each party agrees that it will maintain and protect the confidentiality of the other party's proprietary information using the same standard of care that such

party uses to protect its own proprietary information, which in no event shall be less than reasonable care. The obligation to keep each party's proprietary information confidential survives the termination or expiration of the accepted order.

FORCE MAJEURE

MAPtech will be excused from its contractual obligations to the extent that performance is delayed or prevented by any circumstances reasonably beyond its control or by fire, explosion, mechanical breakdown, strikes or other labor troubles, plant shutdowns, unavailability of or interference with the usual means of transporting the Products, unavailability of materials, or compliance with any law, regulation or request of any governmental authority. The occurrence of such a Force Majeure event shall act to suspend performance until the event has passed. Notwithstanding the foregoing, the duty of the Buyer to pay for Products received is never suspended by Force Majeure.

CLAIMS

Claims by Buyer for non-conforming Products, shipment, delivery or for any other cause associated with MAPtech's performance, shall be deemed waived unless submitted in writing within sixty (60) days of receipt of shipment.

REMEDIES & LIMITATION OF LIABILITY

MAPtech's obligation and Buyer's exclusive remedy for any claim or cause of action, including without limitation, any warranty claim, is limited to repair or replacement of the Products not conforming to applicable specifications. MAPTECH SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES, OR EQUIVALENT THEREOF NO MATTER HOW CLAIMED, COMPUTED OR CHARACTERIZED, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RELATED TO LABOR, DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF RETURN ON INVESTMENT, COST OF CAPITAL, LOSS OF OPERATING TIME OR PRODUCTION, LOSS OR REDUCTION OF USE OR VALUE OF ANY FACILITIES, EXPENSE OF REPLACEMENT PRODUCTS OR POWER, OR INCREASED COSTS OF OPERATIONS OR MAINTENANCE, ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF WARRANTY OR NONCONFORMANCE OR DEFECT IN THE PRODUCTS, REGARDLESS OF WHETHER SUCH LIABILITY SHALL BE CLAIMED IN CONTRACT, WARRANTY, EQUITY, TORT OR OTHERWISE.

WARRANTIES

MAPtech warrants the Products supplied to Buyer as provided in MAPtech's standard warranty, a copy of which is attached as **Exhibit A** to these terms and conditions. SUCH PRODUCT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AS TO QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, WHETHER IMPLIED BY CUSTOM OR LAW.

INDEMNIFICATION

Buyer shall defend, indemnify and hold MAPtech and its subsidiaries, officers, directors, employees, agents and representatives harmless from any and all claims, demands, liabilities, actions, suits, proceedings, losses, injuries, death, judgments, and/or costs (including without limitation reasonable attorneys' fees and related costs) based on or arising out of any claims or demands based on or relating

to: MAPtech's use of any proprietary information of Buyer in the design of the Products; Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products; Buyer's violation or alleged violation of any federal, state, or local laws or regulations, including the laws and regulations governing product safety, labeling, packaging and labor practices; or a breach by Buyer of any of these terms and conditions. MAPtech shall give written notice of any claim or potential claim to Buyer within a reasonable time following the time at which MAPtech first becomes aware of a claim for indemnification hereunder. Buyer may, at its option, have control of any litigation and appointment of counsel in defense of any third-party claim for which MAPtech seeks indemnification. No suit or proceeding shall be settled or compromised without the prior written consent of MAPtech. The obligation to indemnify under this paragraph shall survive the termination or expiration of the accepted order.

CHOICE OF LAW AND VENUE

The transaction between Buyer and MAPtech shall be governed by the laws of the State of South Carolina and Buyer and MAPtech mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to the transaction between Buyer and MAPtech. In the event of any dispute between the parties arising out of the transaction, the parties agree and consent to exclusive jurisdiction and venue in the state or federal courts of South Carolina.

ENTIRETY AND MODIFICATION

These Terms and Conditions and the agreements referenced herein constitute the entire agreement of the parties with respect to the subject matter hereof and can be modified only by written agreement signed by the parties.

Exhibit A

MAPtech's Product Warranty

See attached.