



TERMS & CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunctions, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods. Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be suspended without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT:** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered
3. **SHIPMENTS:** The quantity shipped in on custom manufactured orders are subject to over/underrun 15%.

WARRANTY

4. **DAIRYLAND PACKAGING,** Warrants that the goods referred to herein are in compliance with the specifications contracted in the order and are free from defects in materials and workmanship except as may otherwise be specifically noted. Failure on your part to test the goods and notify us in writing of any non-compliance with specifications or defects in materials or workmanship within thirty (30) days after delivery shall constitute acceptance of the goods and a waiver of all claims, and, in any event, our liability shall be limited to the replacement of or, at our option, an allowance for goods shown to be defective in materials or workmanship or not in compliance with specifications, and under no circumstances shall our liability exceed the contract price for the goods as to which is substantiated.

THE FOREGOING IS OUR SOLE WARRANTY AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

5. **LIMIT OF LIABILITY:** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than thirty (30) days after Buyer's receipt of the goods. Buyer's exclusive remedy and seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause shall be for the purchase price of the particular delivery with respect to which losses or damages are claimed plus any transportation charges paid by Buyer. In no event shall seller be liable for incidental or consequential damages. Transportation charges for the return of goods, shall not be paid unless authorized in advance by Seller.
6. **PATENTS:** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise for any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefore, either alone or in conjunction with other materials will not infringe a patent.
7. **FREIGHT - TAXES:** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option be added to the price herein specified.
8. **LOSS OF TRANSIT:** In case of breakage or loss in transit, buyer shall have notations of same made or expense bill before paying freight.
9. **MISCELLANEOUS:** This contract shall be governed under the laws of the State of Wisconsin. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of the document shall be binding unless hereafter made in writing and signed by the party to be bound.
10. **ACCEPTANCE OF TERMS AND CONDITIONS:** The buyer accepts the terms and conditions as set forth by Dairyland Packaging and our performance under this order will be governed thereby unless the buyer objects in writing upon receipt of this confirmation.