



STANDARD TERMS AND CONDITIONS

These provisions and those on the quotation(s) regarding description, quantity, price and delivery terms, shall constitute the entire contract between Ontario Plastics of NY, Inc. d/b/a CY Plastics ("Seller") and the Buyer ("Customer"). Unless Customer shall notify Seller in writing to the contrary within ten (10) days after its receipt of Seller's acknowledgment of this order, or a prior mutually signed Agreement between Seller and Customer has been executed and is in place, then the sale and shipment by Seller of the goods covered herein shall be conclusively deemed to be subject to the terms and conditions hereof. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS OFFER OF SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH, OR IN ADDITION TO, THE CONDITIONS CONTAINED HEREIN IS NOT BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME.

PRICES: Prices, discounts, and terms quoted are valid for the time period as stated in the quotation. Thereafter, such prices, discounts, and terms shall be subject to change without notice. Prices quoted are based upon production quantity and information provided at time of quote. If Customer wishes to change order quantity, release quantity, release schedules or provides any subsequent modified tolerances, prints or deviation from the time of estimate, the piece price is subject to adjustment by Seller. In the event that Seller has already begun processing the order, Seller may not be able to make the requested changes. The goods and materials covered by this order are sold FOB shipping point (unless otherwise indicated). Further, if actual raw material costs imposed by a supplier change at time of receipt from time of quote, the pricing is subject to adjustment. Seller will use commercially reasonable efforts to meet quote and lead times.

QUOTATIONS: All quotations are subject to correction for clerical errors or incomplete information from the Customer.

BLANKET PURCHASE ORDERS (BPO): BPO's enable Seller to offer Customer a competitive price for a fixed quantity and time period. Seller shall purchase raw materials and run production of parts at their discretion, to maximize production efficiencies. Buyer shall request shipment releases based on Seller approved quantity and release dates. BPO quantities are considered firm and cannot be changed. BPO releases must be scheduled to ship complete in 11 months, so that final payment is received no later than 12 months from the BPO date.

VOLATILE MARKET CONDITIONS: Since 1/1/2020, the pandemic has created an extremely volatile market. This has adversely impacted most COGS materials (availability and procurement costs) including, but not limited to, resin, raw materials, packaging, parts components, etc. and related transportation /delivery expenses. The Seller is experiencing ongoing price adjustments and changing delivery dates on most firm purchase orders for COGS components. The Seller reserves the right to adjust the previously acknowledged (to the Customer) purchase order prices and/or promised delivery dates, based on Volatile Market Conditions beyond the Seller's control. Part prices are subject to change without notice. However, the Seller will always provide the Customer evidence of the need to adjust prices, at the time the increase is announced.

RETURNS: Custom manufactured items are not subject to return.

CANCELLATIONS: Orders placed cannot be cancelled, nor can deferred deliveries of completed goods or in process components be extended beyond the original delivery date specified, except with the Seller's consent.

PAYMENT: Seller terms are Net 30 days based solely upon the date of the invoice, exceptions allowed only when authorized in writing by Seller. Upon credit review, alternate payment arrangements may be required. All orders are subject to approval by our credit department. Customer agrees to pay a service charge of one and one-half percent (1-1/2%) per month on all balances outstanding after thirty (30) days of the invoice date.

CLAIMS: If Customer claims material supplied on this order is not as ordered, Customer must notify Seller within thirty (30) days of receipt of shipment. Where claims are made by Customer that materials do not conform to specifications, the Seller reserves the right to re-inspect the material furnished at the Customer's location before acting on the claim, and if sustained, Seller may either repair or replace defective materials or credit the purchaser on a prorated basis for any such materials so rejected. The Seller shall not be liable, however, at any time for any expenses or costs incurred, including incidental and/or consequential damages, by the Customer in the use of the rejected or defective materials. If credit is given to the purchaser, credit must be taken within 60 days and applied to corresponding claim, otherwise credit is forfeited.

PATENTS: It is not the intention of the Seller to manufacture any product which infringes upon a valid U.S. patent. Parts to be supplied on this order are to be made by the Seller, strictly to dimensional specifications furnished by the Customer. It is agreed that the Customer will defend and hold harmless the Seller from any and all expense involved in defending against any claims for damages from infringements.

WARRANTY AND LIMITATION OF LIABILITY: Seller warrants that goods manufactured by it have been manufactured in accordance with its standard manufacturing practices. Unless expressly agreed upon by Seller and Customer, all goods and materials shall be furnished subject to Seller's standard tolerances and variations. If the products manufactured by Seller fail to function properly under normal and proper use because of defects in material or workmanship and written notice thereof is given to Seller no later than three (3) months after date of receipt of such goods by Customer, Seller (reserving the right either to inspect such defective products in Customer's hand or request the return to Seller) will, at its sole option, credit, repair, or replace products determined by Seller to be defective, provided that the product shall not have been altered or repaired after shipment to Customer by anyone except Seller's authorized agents or employees. Customer agrees that any custom orders are manufactured by Seller to Customer's specifications and that Seller makes no warranty whatsoever as to such custom orders, except that they conform to Customer's written specifications. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT SOLD HEREUNDER. THE FOREGOING STATES SELLER'S ENTIRE AND EXCLUSIVE SOLE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF THE PRODUCTS HEREUNDER WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLYING OR USE OF ITS PRODUCT SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE PRODUCT.

FORCE MAJEURE: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God such as a pandemic, pestilence, or other natural disasters; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such caused of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

GENERAL CONDITIONS: Customer hereby indemnifies, agrees to hold harmless and defend Seller from and against any and all liabilities, claims, losses, damages, costs and expenses (including without limitation consequential damages and reasonable professional loss) resulting from Customer's specification, design, or improper use of goods described herein; Customer's omission or neglect; Customer's infringement of another's property rights; or Customer's misapplication of proprietary or other information furnished regarding such goods sold by Seller, whether or not the goods or information originated with Seller. Seller does not assume liability for damage resulting from services performed by others or faulty installation, misuse or misapplication of goods sold by Seller or terms on which Seller has performed services. Customer agrees to indemnify and hold Seller harmless from all liability and expense arising out of or attributable to such faulty installation, misuse, or misapplication. This Agreement shall be governed by the laws of the State of New York. Parties agree all disputes arising from the terms and conditions shall be subject to jurisdiction of the Supreme Court of the State of New York, County of Monroe or the US District for the Western District of New York.