



General Terms and Conditions of Purchase

- 1) GENERAL.** This writing constitutes an offer or counteroffer by Wis-Pak, Inc. ("Buyer") to purchase from Seller, under the terms and conditions herein, the Deliverables (as defined below) set forth in Buyer's purchase order. If there is no master agreement between Wis-Pak and Seller, this Purchase Order contains, and governs as, the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order hereto. If there is a master agreement between Wis-Pak and Seller, the master agreement (including any relevant order forms, work order(s), statement(s) of work, transaction document(s) or other contract document(s) under the master agreement) and these Purchase Order Terms and Conditions collectively comprise and govern as the entire agreement between the parties with respect to the subject matter hereof, supersede all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order. If there is any direct conflict between the master agreement and this Purchase Order, the master agreement controls. Acknowledgement, shipment, or performance of any part of this Purchase Order will constitute acceptance by Seller of all Terms and Conditions hereof, including all documents incorporated herein by reference, without reservation. In addition, any Purchase Order that Seller does not respond to within twenty-four (24) hours of its receipt thereof, not including weekends and nationally recognized holidays, will be deemed to have been accepted by Seller. Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, from any of the terms of this Purchase Order in Seller's acceptance is hereby objected to and rejected. No such additional or different terms and conditions will be of any force or effect, unless specifically agreed to in writing by Buyer. This writing is not an acceptance of any offer made by Seller.
- 2) PROVISION OF SERVICES.** Seller agrees to deliver the products (the "Products") and perform services (the "Services") (the Products and the Services collectively, the "Deliverables") as set out in the Purchase Order. "Deliverables" as used herein shall mean the goods, products, equipment, materials, parts, assemblies, drawings, documents, or services provided by Seller covered under the Purchase Order and these General Terms and Conditions of Purchase. In connection with the delivery of the Deliverables and performance of Seller's obligations under this Purchase Order, Seller will at all times employ a standard of care, skill, and diligence consistent with the highest professional standards practiced in the industry ("Standard of Care"). The Seller acknowledges and agrees that throughout the term of the engagement, the Seller's obligations, duties, and responsibilities will be interpreted in accordance with the Standard of Care. Seller personnel will be courteous, respectful, and professional with Wis-Pak, Wis-Pak employees, Wis-Pak customers, landlords, Sellers, and subcontractors. Where a Purchase Order provides that Seller will perform certain Services or provide a set number of hours, Wis-Pak may reallocate, reduce, add to, or otherwise amend such Services or hours of Services. Notwithstanding any other provision, Wis-Pak makes no representations, forecasts, projections or guarantees, implied or expressed, regarding the volume of business that may be generated or Products to be ordered beyond the scope of this purchase order. Seller will not perform any additional services or deliver products without obtaining a Purchase Order from the authorized Wis-Pak representative. Wis-Pak will not have any obligation to pay for Deliverables that have not been authorized by Purchase Order. Seller will employ only competent, able persons fully trained in all aspects of the Deliverables, qualified under all applicable safety regulations and practices, and licensed under all applicable laws, rules, and regulations. If Wis-Pak determines in its reasonable discretion that a Seller resource is disruptive, incompetent, or otherwise unsuitable or does not comply with Wis-Pak's safety, security or other policies and guidelines, Seller will replace such resource with a qualified replacement. Except where otherwise agreed in writing, Seller will, at its sole cost and expense, furnish all facilities, vehicles, tools, supplies, labor, supervision, and other parts required for the safe and efficient performance of Seller obligations under this Purchase Order. While on Wis-Pak's premises or fulfilling its obligations hereunder, Seller and persons employed or conducting business with Seller will comply with all policies and procedures promulgated by Wis-Pak from time to time. Seller will perform the Services in a manner so as to cause minimal disruption to operations of the business of Wis-Pak. Notwithstanding any provision to the contrary and in addition to other remedies available to it, Wis-Pak may retain a third party to deliver the Deliverables if Seller, its employees or subcontractors fail to fully provide Deliverables as requested by Wis-Pak. Seller agrees to fully reimburse Wis-Pak for costs and expenses of using said third party as prescribed above. Wis-Pak may offset such costs and expenses from those amounts owed to Seller by

Wis-Pak. Seller will not market to Wis-Pak or communicate through mass means to Wis-Pak employees without the express authorization of Wis-Pak.

- 3) **PRICE TERMS.** The Deliverables will be delivered to Buyer at the price(s) set forth in the Purchase Order. Seller, as a contractor, will pay and be solely responsible for any and all sales and/or use taxes on all materials, supplies and equipment used in the furnishing of the items and/or services which are the subject of this Purchase Order and otherwise in the performance of Seller's obligations under this Purchase Order, all in accordance with applicable law. Unless otherwise provided herein, prices shown on this Purchase Order are deemed complete and include all taxes not expressly imposed by law on the Buyer of the items ordered hereunder and no additional charges of any type will be added without Buyer's written consent.

- a) *Duty Drawback Rights.* Seller shall inform Buyer of the existence of any customs duty rights that are transferrable from Seller to Buyer, and upon Buyer's request, shall transfer such rights to Buyer and supply any necessary documents to Buyer required to obtain such duty drawback.

- 4) **INVOICES AND PAYMENT.** Seller shall not issue any invoices prior to Seller's delivery or performance of the Deliverables.

- a) *Transportation Charges.* Seller shall state all transportation charges with respect to which Seller is entitled to receive reimbursement separately on the invoice with the applicable freight bill receipt attached thereto. No shipping insurance charges are permitted unless authorized by Buyer in writing. Any excess charges resulting from the use of unauthorized transportation will not be reimbursed by Buyer. Seller shall release rail or truck shipment at the lowest valuation permitted in governing tariff or classification.

- b) *Discounts.* If applicable, all discount periods set forth in the Purchase Order will be computed from the date Buyer receives a final invoice for the Deliverables.

- c) *Invoice Requirements.* All invoices must have the following information:

- i) Invoice Date
- ii) Wis-Pak Purchase Order Number
- iii) Unique Invoice Number
- iv) Quantity Shipped
- v) Unit Price
- vi) Extension of unit price to a Gross Invoice Amount
- vii) Payment Terms
- viii) Remit-To Information
- ix) Applicable Taxes on gross invoice amount
- x) Net Invoice Total after applicable taxes

Each invoice must only reference one unique Wis-Pak Purchase Order Number. Seller shall state all state and federal excise, sales and use taxes separately on the invoice. Seller expressly authorizes Wis-Pak to short pay invoices that exceed the price or quantity amounts in the corresponding Purchase Orders. Failure to comply with these requirements may lead to delayed payment or rejection of invoices at the sole discretion of Wis-Pak. Seller expressly agrees no penalties of any kind will apply as a result of failure to comply with these requirements.

- d) *Holdbacks/Offsets.* Seller acknowledges that Wis-Pak will have the right to hold back and deduct amounts where it believes in its reasonable discretion that Seller has not provided value in the work produced. Prior to making any final deduction, Wis-Pak will provide Seller with the opportunity to justify the value in the work produced. Wis-Pak may exercise a right to set off any present or future amounts due to Seller or accrued to be owed to Seller by Wis-Pak against any amounts that Seller or its successors in interest owe or will owe to Wis-Pak under this Purchase Order or any other agreement between Wis-Pak and the Seller.

5) **CHANGES.** Wis-Pak reserves the right at any time to change a Purchase Order, including, without limitation, method of shipping, and time, place, and manner of delivery. If such change causes an increase in costs required for Seller to execute performance, an equitable adjustment may, at Wis-Pak's discretion, be negotiated. No additional charges will be allowed unless authorized in writing by Buyer.

6) **TERMINATION**

- a) *Convenience.* Buyer may terminate the Purchase Order, in whole or in part, for any reason upon ten (10) days' advance written notice to Seller. Buyer shall compensate Seller for all Deliverables produced and/or performed as of the effective date of the termination, unless agreed to otherwise in writing. Seller shall provide Buyer with a settlement claim, which sets forth all costs for Deliverables produced and/or performed as of the effective date of the termination, no later than thirty (30) days after the effective date of the termination.
- b) *Cause.* Buyer may terminate the Purchase Order immediately if any of the following events occur:
- (i) Seller fails to comply with any requirement or obligation in accordance with the Purchase Order or the General Terms and Conditions of Purchase, and fails to cure such requirement or obligation within thirty (30) days of Buyer's notice to Seller of such compliance failure
 - (ii) Seller violates any applicable laws, regulations, statutes, ordinances, rules, orders, judgments, decrees or permits applicable to produce and/or perform the Deliverables (collectively, "Laws")
 - (iii) Seller becomes insolvent, files for bankruptcy, liquidates, or makes any assignment for the benefit of creditors
 - (iv) A receiver is appointed for Seller's property

Upon such termination, Buyer may terminate this Purchase Order in whole or in part without any adjustment and, in addition to any other remedy provided by law, may procure items or services, similar to those as to which this Purchase Order is terminated and Seller shall be liable to Buyer for any costs for such similar items or services in excess of the price or prices specified herein, provided, however, that Seller shall continue the performance of this Purchase Order to the extent not terminated by Buyer.

7) **DELIVERY**

- a) *Transportation.* All Products sold by Seller to Wis-Pak shall be shipped in accordance with Wis-Pak's instructions as set forth by Wis-Pak in the respective purchase order to the destination specified by Wis-Pak. If Wis-Pak instructed the Seller that the Products will be picked up by Wis-Pak's carrier at the Seller's location and shipped at Wis-Pak's expense to the destination specified by Wis-Pak, then Seller will make the Products available for pick-up by Wis-Pak or Wis-Pak's designated agent pursuant to Wis-Pak's instructions. If the Products are not available for pick-up pursuant to Wis-Pak's instructions, Seller will compensate Wis-Pak for any and all expenses relating to the unsuccessful pick-up of the Products. Wis-Pak may, in its sole discretion,
- i) Cancel the purchase order for the Products and receive a full refund if payment for such Products has been made, or
 - ii) Require that Seller deliver the Products to Wis-Pak's designated location at no cost.
- b) *Packaging.* Seller will be responsible for and will pay all costs and expenses of packaging, and any other similar costs and expenses relating to the Products. All Products shall be packaged using best commercial practices to prevent damage and deterioration. If wooden pallets are used to deliver product to a Wis-Pak facility, the wood must be clean with no mold or damage and must NOT be chemically treated. Seller shall reimburse Buyer for all expenses incurred due to improper packaging.
- c) *Documentation.* All deliveries must be accompanied by a Bill of Lading (BOL) and packing list that details the contents of the delivery. Wis-Pak's purchase order must be clearly identified on the documentation. Failure to clearly identify the Wis-Pak purchase order may lead to delays in payment of invoices or deliveries being rejected at Seller's expense.
- d) *Risk of Loss.* Risk of loss or damage and title to the Products will pass to Wis-Pak only upon delivery of the Products into the possession or custody of Wis-Pak or its designated carrier or agent at the designated delivery point (the

"Delivery Point"). Seller agrees to pay (or reimburse Wis-Pak if Wis-Pak makes such payment) all loading, freight, shipping, insurance, forwarding and handling charges, taxes, fees, storage, and all other charges applicable to the Products until they are delivered by Seller to the Delivery Point. Seller shall defend and hold Buyer harmless against any claims asserted against Buyer on account of any personal injury or property damages caused by any materials, or by the transportation thereof, prior to the completion of unloading at Buyer's plant.

- e) *Quantities.* All shipments and deliveries shall be in accordance with the quantities stated in the Purchase Order subject to a + - 10% tolerance. Buyer is not obligated to pay for or accept excess quantities and such shipments may be returned at Seller's expense and risk. If Buyer elects to accept any delivery that does not conform to the quantity terms of the Purchase Order, a handling charge may be charged by Buyer.
- f) *Delivery Schedule.* Time is of the essence of this Purchase Order. Therefore, Seller agrees to deliver all items sold to Buyer hereunder and all services to be performed by or on behalf of Seller for Buyer hereunder on or prior to the date designated by Buyer on the face hereof. Seller shall not make advanced or late deliveries without Buyer's approval. If any shipment or delivery is made which is not in all respects in accord with this Order (including time of delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Purchase Order as repudiated by Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law. If Buyer elects to accept any delivery that does not conform to the schedule terms of the Purchase Order, a handling charge may be charged by Buyer.
- g) *Delays.* Seller will promptly notify Buyer of any known or anticipated delay or failure to meet any specifications of the Purchase Order or delays Seller believes to be caused by Buyer's failure to meet any of its obligations.

SELLER ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH THE SHIPPING INSTRUCTIONS SET FORTH IN THIS PURCHASE ORDER MAY RESULT IN WIS-PAK INCURRING COSTS AND/OR FEES (ARISING OUT OF SUCH NON-COMPLIANCE), AND IF WIS-PAK INCURS SUCH COSTS AND/OR FEES, SELLER AGREES THAT IT WILL BE FULLY RESPONSIBLE FOR THE AMOUNT ASSOCIATED THEREWITH, AND WIS-PAK MAY DEDUCT SUCH AMOUNT FROM ANY CURRENT OR FUTURE AMOUNT THAT WIS-PAK OWES SELLER.

- 8) **INSPECTION AND ACCEPTANCE OF DELIVERABLES.** Seller shall perform inspections and tests necessary to determine that the Deliverables conform to the requirements of the agreement between Buyer and Seller. Acceptance of Deliverables shall be subject to inspection or testing by Buyer to the extent practical at reasonable times and places. No inspection, test, delay, or failure to test or failure to discover any defect or non-conformance shall relieve Seller of any of its obligations or impair Buyer's rights or remedies under the Purchase Order. Payment by Buyer shall not constitute final acceptance. Defective or non-conforming Products will be returned at Seller's risk and expense at full invoice price, plus transportation charges, if any, and no replacement of defective/non-conforming Products shall be made unless agreed to in advance by Buyer. Buyer may reject and return any portion of any shipment of Products, which may be defective or fail to comply with applicable specifications, without invalidating the remainder of the order. Non-conforming services shall be remedied within ten (10) business days by seller.

9) WARRANTIES

- a) *Express Warranties.* Seller expressly warrants for a period of one (1) year following Buyer's acceptance of the Deliverables (the "Warranty Period") that all Deliverables
 - i) will conform to all specifications, drawings, instructions, descriptions and/or statements on containers or labels
 - ii) will be free from defects in workmanship and material and shall be new and of the highest quality
 - iii) will be delivered with title free and clear of all liens, claims, security interests or encumbrances and that no materials, equipment or supplies incorporated into any items sold to Buyer or any services hereunder performed by or on behalf of Seller for Buyer hereunder will have been acquired by Seller subject to an agreement under which any interest therein or any encumbrance thereon is retained by the Seller thereof which will survive delivery to the Buyer. Seller hereby waives and relinquishes any and all materialman's, mechanic's, workman's, and other liens (collectively "Liens"), statutory or otherwise, upon the property of Wis-Pak and its landlords and agrees that it will not seek to register any Liens in the future. Seller will not permit and will immediately remove any Liens placed on the property of Wis-Pak by any subcontractor or other related third party.

- (1) Upon request of Buyer and in exchange for interim or final payment, Seller shall execute on behalf of itself and obtain from any of Seller's subcontractors, materialmen, mechanics, laborers, any other persons, firms, corporations or entities possessing any right to any lien under applicable law, interim or final affidavits and lien waivers for any performance or work done hereunder and for any items sold hereunder or services performed. Seller hereby agrees to promptly pay any lien and Seller shall indemnify, protect and hold harmless Buyer, its successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of any of Seller's subcontracts or disputes between Seller and its subcontractors or other said entities or from failure of Seller to promptly pay its subcontractor and other entities possessing any right to any lien.
 - iv) will be merchantable
 - v) will be adequately packaged, marked, and labeled
 - vi) will be performed by Seller in a competent, workmanlike manner and in accordance with industry standards
 - vii) will be manufactured in compliance with all applicable Laws
 - b) *Survival.* These warranties shall survive any inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of Buyer's products. Buyer's approval of Seller's design, material, process, drawing, specifications, or the like shall not be deemed a waiver of the warranties set forth in this Section 8.
 - c) *Non-Conforming Product Remedy.* If Buyer breaches any of the express warranties set forth in this Section 8 during the Warranty Period, Buyer may, at Buyer's option:
 - i) retain the non-conforming Deliverables in whole or in part with an appropriate adjustment in the price for such Deliverables
 - ii) require Seller to repair or replace the non-conforming Deliverables at Seller's sole expense, including all transportation and installation costs; or
 - iii) receive a refund for the price of the Deliverables, including any applicable transportation costs.
- 10) FORCE MAJEURE.** Neither party shall be liable for delay in its performance of its obligations and responsibilities under this Purchase Order due to causes beyond its control such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Seller should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such items. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part.
- 11) BUYER'S PROPERTY.** Unless otherwise agreed to in writing, all tools, equipment, documents, or other material in the Seller's possession, which were furnished or paid for by Buyer shall at all times be and remain the personal property of Buyer. Seller shall properly maintain and secure Buyer's property at all times. Seller shall not commingle Buyer's property with the property of Seller or of any third party or move Buyer's property from Seller's premises without Buyer's prior written approval. Seller assumes risk of loss or damage of Buyer's property while in Seller's possession. Buyer may enter Seller's premises at all reasonable times to inspect its property and Seller's records related thereto. Seller agrees to only use Buyer's property when performing Seller's obligations under the Purchase Order.
- 12) ADVERTISING AND TRADEMARKS.** Neither party shall disclose to the public or advertise in any way that the parties have agreed to do business with each other without the other party's prior written consent. "Marks" means the trade or service marks, trade names, logos and designations which are owned or licensed by Wis-Pak. Seller will not use Wis-Pak's Marks for any purpose without the express prior written consent of Wis-Pak. Seller's use of Wis-Pak's Marks is further conditioned upon Seller's compliance with those rules and procedures provided by Wis-Pak from time to time, including

those relating to quality control, relating to the use of Wis-Pak's Marks. Seller will immediately discontinue use and/or remove any placement of any of Wis-Pak's Marks upon Wis-Pak's request.

13) INDEMNIFICATION.

- a) *Infringement.* Buyer may return any Deliverables and immediately terminate the Purchase Order for cause where a claim is made that Buyer's sale or use of the Deliverables infringes any alleged patent, design, trade name, trademark, copyright, or other intellectual property right of a third party. Seller shall indemnify, defend, and hold harmless, Buyer and its customers against any and all liability, loss or expense, including costs and reasonable attorneys' fees, arising out of any third-party intellectual property right or unfair competition claim related to the Deliverables. In the event of any such claim, and if required by Buyer, Seller shall at its expense and at no cost to the Buyer do one of the following:
 - i) Procure for Buyer the right of license to use and continue to use said items and/or services
 - ii) Replace said items or services with non-infringing items and/or services of like or superior kind, productivity, efficiency, quality, and value
 - iii) Modify said items and/or services so as to become non-infringing. Should the items and/or services be modified, as provided herein, such modification shall not reduce the usefulness or productivity of same.
- b) *Product Indemnity.* Seller shall indemnify, defend and hold harmless Buyer and its customers against any and all recalls, product withdrawals, claims, demands, liability, suits at law or in equity, loss or expense, including reasonable attorneys' fees, by reason of Seller's breach of any representation, warranty, Laws, obligation or requirement under the Purchase Order, including claims resulting from injury, illness and/or death caused by use of the Deliverables, unless caused by the sole negligence or misconduct of Buyer.
- c) *Defense of Claim.* In the event of any such action or claim under this Section 11, Buyer shall notify and tender the action to Seller, and Seller shall defend the action at its sole cost and expense. Buyer shall provide reasonable assistance to Seller in any defense, as the Seller may request, at Seller's expense. If Seller fails to assume such defense, Buyer may defend the action in the manner it deems appropriate, and Seller shall reimburse Buyer for all costs incurred in such defense, including payment of any settlement or judgment.

14) COMPLIANCE WITH LAWS. Seller shall comply with all Laws, including without limitation, the Fair Labor Standards Act of 1938, as amended, and all applicable United States Department of Labor Regulations promulgated thereunder or otherwise dealing with wages and hours of work, and shall certify at time of delivery said compliance. Seller shall not, under any circumstances, in connection with the work to be performed hereunder, cause or permit the discharge, emission, release, storage, disposal or transportation of any pollutant, hazardous contaminant, toxic or other substance in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by Federal, state, or local authorities. Seller further agrees to comply with any and all applicable federal, state and local laws, orders and regulations not specifically referenced herein.

15) INDEPENDENT CONTRACTOR. Seller agrees that in the performance of this Purchase Order, Seller shall act as an independent contractor and all of its agents, and employees, and agents and employees of its subcontractors, shall be subject solely to the control, supervisions and authority of Seller.

16) INSURANCE.

- a) *Minimum General Requirements.* Unless agreed to otherwise in writing by Buyer, at a minimum, Seller shall procure and maintain the following insurance:
 - i) Worker's Compensation – statutory limits and Employers' Liability – \$500,000 per occurrence.
 - ii) Commercial General Liability – Including Independent Contractors (if any on site), Contractual, Products, Completed Operations, Personal & Advertising Injury – \$2,000,000 per occurrence Combined Single Limit.
 - iii) Automobile Liability – \$1,000,000 per occurrence Combined Single Limit.

- b) *Seller Specific Requirements.* Seller may also be required to procure and maintain additional insurance, including, but not limited to additional types of insurance and greater limits of insurance agreed to by Seller. These agreed upon insurance requirements are evidenced and verified by the certificates of insurance provided by Seller to Buyer, which requirements and certificates are incorporated herein by reference.
- c) *Requirements for Policies.* Seller shall deliver to Buyer, prior to commencement of services or the sale of items and upon renewal of policies, certificates of insurance evidencing the required limits and containing the following language: "Wis-Pak, Inc., subsidiaries, and affiliates are listed as Additional Insured on all policies, except Workers' Compensation, Employers' Liability and Professional Liability, where and to the extent required by written contract or written agreement with the Named Insured". Unless prohibited by law, policies shall also include a waiver of subrogation in favor of Buyer; policies of Seller shall be primary, and any insurance carried by Buyer shall be excess and non-contributory. The Commercial General Liability policy shall include independent contractors, if any on site. All policies shall be written by companies licensed in the state where work shall be performed, or items are produced and have a minimum AM Best Rating of "A- VII." The issuing company and/or the Seller shall endeavor to give Buyer at least thirty (30) days prior written notice of any cancellation or change in coverage, which adversely affects the rights and/or interests of Buyer. The required amounts of insurance set forth above shall not be deemed to be a limitation of Seller's liability under these General Terms and Conditions.

Seller's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under the Purchase Order.

- 17) PURCHASES.** Neither Wis-Pak nor Seller (or their respective employees or agents) may, in the name or upon the credit of the other party:
- a) Purchase goods or equipment
 - b) Incur debts, liabilities, obligations, or contracts of whatsoever kind.
- 18) CONFLICT OF INTEREST.** Seller hereby represents that there is no connection, relationship, or interest between Seller, including its affiliates, employees, officers, consultants and directors, and any directors, officers, employees, or consultants of Wis-Pak, including its affiliates. In the event that there is a connection, relationship or interest between Seller and Wis-Pak, Seller hereby acknowledges and accepts that it would constitute a conflict of interest (the "Conflict of Interest"). In the event of an occurrence of any circumstance that could constitute a possible Conflict of Interest, the party that is aware of such circumstance, will immediately inform the other party; if Seller fails to inform Wis-Pak of any possible Conflict of Interest it is aware of, Wis-Pak may at its sole discretion, terminate any and all commercial relationship with Seller without any liability for Wis-Pak. Seller represents that it has no interest in obtaining any kind of benefit or advantage derived from a Conflict of Interest.
- 19) ANTI-CORRUPTION.** Seller agrees that neither it, nor anyone acting on its behalf, will violate any anti-bribery or anti-corruption laws or international anti-bribery standards, regardless of their technical applicability to Seller. Specifically, Seller agrees that it will not, directly, or indirectly, pay, promise, or offer to pay, or authorize the payment of any money or anything of value to:
- a) An officer, employee, agent, or representative of any government, including any department, agency, or instrumentality of any government or any government-owned or government-controlled entity or any person acting in an official capacity on behalf thereof
 - b) A candidate for political office, any political party or any official of a political party
 - c) Any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described above for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to assist Dealer or Seller in the promotion, marketing or sale of Products and/or Services under this Purchase Order.

In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Dealer which is not properly and accurately recorded in the Intermediary's books and records, including amount, purpose, and recipient, all of which shall be maintained with supporting documentation.

- 20) LIMITATION OF LIABILITY.** In no event shall Buyer be liable to Seller for any consequential, indirect, punitive, or special damages.
- 21) REMEDIES.** Buyer's rights and remedies shall be cumulative and in addition to any other rights or remedies provided by law or equity. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clause.
- 22) ASSIGNMENT.** Neither party may assign its rights and/or obligations under the Purchase Order to any third party without the express written consent of the other party.
- 23) CONFIDENTIALITY.** All terms and conditions of this Purchase Order and all Confidential Information belonging to Buyer disclosed or obtained as a result of this Purchase Order shall remain confidential and shall not be disclosed to any third party or used by the Seller for any reason (other than in furtherance of its obligations hereunder) without Buyer's prior written consent. This provision shall survive the termination of this Purchase Order. For purposes of this Purchase Order, "Confidential Information" means any commercial, financial, marketing, technical or manufacturing information, or any intellectual property, owned or controlled by Buyer, or any other information that Seller should reasonably conclude is confidential, in any form or medium, whether disclosed orally, electronically or in writing, together with any reproductions of such material in whole or in part in any form or medium. Seller agrees that any breach of this Section 23 will result in irreparable harm with no adequate remedy at law and that injunctive relief is therefore appropriate to enforce the terms of this Section.
- 24) GOVERNING LAW.** These General Terms and Conditions of Purchase shall be construed and interpreted in accordance with the laws of the State of Wisconsin.