



TERMS & CONDITIONS – CSPD PARTS SALES

GENERAL:

The terms and conditions set forth herein (“Terms and Conditions”) will govern the purchase and sale of parts and accessories offered for sale to a buyer (“Buyer”) on <http://www.combi.com/en/CSPD> (“Products”) by Combi Packaging Systems, LLC (the “Seller”) (collectively with Buyer referred to as the “Parties”) as provided in any quotations, offers to sell, proposals, payment authorization forms, purchase orders or other orders (collectively defined as the “Agreement”). Any matters contained in any order or other document furnished by the Buyer which state terms additional to or which conflict with these Terms and Conditions are deemed proposals for addition to the Agreement, and do not become part of the Agreement unless expressly and separately agreed to by Seller.

PRICES:

Prices quoted are valid for the stated period. Price quotations do not include any federal, state, local or other taxes, and Buyer agrees to pay any and all such taxes which Seller may be required by law to pay or collect on account of the manufacture or sale of goods and performance of any services under the Agreement. All licenses or other approvals required shall be obtained by Buyer, at Buyer's expense.

SHIPMENT:

Any shipment dates quoted by Seller are approximate. Seller will use reasonable efforts to deliver on or prior to the dates identified in the Agreement, but Seller makes no representation or guarantee that such delivery dates will be satisfied. Seller shall not be liable for any loss, damage or expenses of any kind or delay in delivery, or failure to give notice of such delay, and such delay shall not constitute grounds for cancellation of the Agreement. Seller reserves the right to select the mode of shipment and carrier. Risk of loss of the Products passes to Buyer at the time of delivery of the Products to the carrier, regardless of how freights is paid, and Buyer shall be responsible for Products lost, damaged or delayed in transit. Buyer shall insure the Products against all risks, including damage and shipment, until final payment is made, with policies payable to Seller's benefit as a loss payable under the policy. Buyer shall furnish a certificate of insurance with loss payable to Seller. Buyer's acceptance of the Products constitutes approval of the method and time of shipment and delivery. Buyer shall be liable to Seller for any storage, warehouse or demurrage charges and any extra cartage and handling charges caused by Buyer's failure or refusal to accept delivery of the Products when tendered.

INSPECTION AND ACCEPTANCE:

Unless otherwise provided in the Return Policy provided at <https://combi.com/hubfs/CombiCSPDReturnsPolicy.pdf> within thirty (30) days of the receipt of the Products, Buyer shall inspect the products with regard to any defects. Claims of defects or for corrections from Buyer must be made in writing to Seller within said thirty (30)-day period, and if a claim is not made within said time period, the Products shall be deemed accepted. Upon receipt of notice, Seller shall have the right to inspect and investigate to determine the validity of the defect. To the extent Seller determines that there is a defect for which Seller is responsible, Seller, at its sole discretion, will have the option to correct or replace the products to conform with the specifications its own expense or refund the buyer the price for such Product.

INSTALLATION AND MAINTENANCE:

Installation and maintenance service is not included in the sale of Products under the Agreement.

LIMITED WARRANTY:

Seller warrants that the Products sold hereunder are free from defects in material and workmanship when used in the manner and for the purpose for which designed, and in accordance with all instructions and directions for installation, operation and maintenance when furnished by Seller, for a period of one year from receipt at Buyer's designated delivery point, subject to the following conditions:

- Buyer shall notify Seller in writing promptly upon discovery of facts giving rise to any claim under this warranty, stating specifically the nature of the claim, the date of discovery of same and identifying by serial number and invoice the product involved. Failure to so notify Seller within ninety days after discovery of facts giving rise to the claim shall fully and completely relieve Seller from any obligation under this warranty.
- No claim under the terms of this warranty will be accepted by Seller unless and until the nature of the claim shall have been established to the satisfaction of an authorized representative of Seller, and no return of any product claimed to be defective will be accepted unless accompanied by a Returned Material Authorization supplied by Seller. If a claim is accepted, Seller will issue a credit to Buyer against the invoiced price of repair or replacement. All returns shall be at Buyer's expense.
- Seller's obligations under this warranty are expressly limited to the repair or replacement, at Seller's option, of any Products or components determined by Seller as aforesaid to be defective under the terms of this warranty, and do not extend to any damages arising from any alleged act or omission of Seller, beyond the invoiced price of any product or component that is found by Seller to be defective under the terms of this warranty.
- This warranty applies only to Products properly used and maintained and is expressly nonapplicable to any Products or components which have been repaired, altered or changed other than in accordance with instructions and directions furnished by Seller and its authorized representatives, if any, or to any product which has not been operated or utilized in accordance with instructions or directions furnished by Seller, or which has been operated or treated in any manner which, in the sole discretion of Seller, adversely effects its reliability and performance.
- This warranty does not apply to normal wear and tear or consumable parts. This warranty does not apply to any product or component not manufactured by the Seller and Buyer's sole warranty with respect to such items shall be that of the manufacturer, if any.

DO NOT ALTER OR DISMANTLE PRODUCTS. THE MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY MODIFICATIONS TO PRODUCTS AND ANY MODIFICATIONS TO PRODUCTS WILL VOID THE MANUFACTURER'S WARRANTY. WARRANTY DOES NOT COVER PRODUCTS THAT HAVE BEEN INSTALLED



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IMPROPERLY, ABUSED, MISUSED, NEGLECTED ACCORDING TO PLANNED MAINTENANCE PROCEDURES, USED FOR PURPOSES OTHER THAN ORIGINALLY DESIGNED FOR, AND/OR DAMAGED DUE TO USING PRODUCTS WITH OTHER PARTS AND/OR ACCESSORIES SUPPLIED BY A COMPANY OTHER THAN SELLER.

THIS WARRANTY COMPRISES THE ENTIRE AND SOLE WARRANTY PERTAINING TO THIS PURCHASE AND PRODUCTS SOLD HEREUNDER. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, EXCEPT AS SET FORTH HEREIN. ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON SELLER UNLESS SEPARATELY SET FORTH IN WRITING.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS, EVEN IF SELLER IS ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE LIABILITY OF SELLER, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE SHALL NOT EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED ABOVE, AND ANY AND ALL DAMAGES IMPOSED UPON SELLER UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT BUYER HAS PAID TO SELLER FOR THE PRODUCTS SUBJECT TO A CLAIM BY BUYER.

REMEDIES OF SELLER:

If required, Buyer agrees to execute any documents at Seller's request with respect to creation and perfection of a security interest in the goods sold. If Seller is required to employ attorneys or engage in any legal proceedings to enforce its rights hereunder, Buyer agrees to reimburse Seller's reasonable attorneys' fees, costs and expenses incurred in connection with such enforcement.

ORDER CANCELLATION:

Cancellation by Buyer of all or any part of an order based on this Agreement must be submitted to Seller in writing and is subject to the following cancellation charges: All costs incurred up to the cancellation date including engineering, material and labor will be charged to the Buyer in full, plus 15% of the order value.

NO CHANGES OR MODIFICATIONS:

No changes to the Terms and Conditions or Agreement shall be made by the Buyer unless evidence by a written agreement signed by the Seller.

ASSIGNMENT:

The Terms and Conditions and Agreement benefits Seller, its successors and assigns. Seller may assign its rights under the contract, and the assignee and any subsequent assignee shall have all the rights and remedies of Seller under the Agreement. Buyer may not assign the Agreement without the prior written consent of Seller, and any assignment in violation of this Section shall be null and void.

RISKS NOT ASSUMED:

Seller does not assume the risk of acts of God, terrorism, flood, fiber cuts, natural disaster, changes of laws or regulations or other acts of government, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Products, in whole or in part, commercial frustration, failure of the usual sources of supplies of any Products sold or materials used in the manufacture thereof, delays by carriers, or other cause or occurrence beyond its control, and in the event of such occurrence or cause, Seller shall be excused from further performance under the Agreement.

PATENT CLAIMS:

In the event of assertion of any claim against Buyer that the Products sold hereunder constitute an infringement of any United States patent, or of any foreign patent for goods sold in a country where such foreign patent has been issued, Buyer shall give Seller prompt written notice by registered mail to Seller's home office furnishing information concerning the name of the person or firm asserting patent infringement, and a copy of the patent or patents that may be asserted, and giving Seller all necessary authority, information and reasonable assistance as requested by Seller to permit Seller to carry out any of the following options. Upon notification of such claim by Buyer, Seller retains the right at its option to do any of the following:

- Procure for Buyer at Seller's cost a license from the patent owner to use the goods;
- Modify the product at Seller's cost so as to make it non-infringing without seriously impairing its performance;
- Replace the product at Seller's cost with other product that is substantially equal, but not infringing;
- Upon thirty days' prior written notice of removal, remove the product from Buyer's premises at Seller's cost, and refund to the Buyer the purchase price of the product;
- If suit is brought against Buyer based upon such claim, to assume the defense of such claim, to assume the defense of such suit, in which event Buyer shall give Seller all necessary authority, information and assistance required by Seller to enable Seller to defend or settle such suit.

Adoption by the Seller of any of the foregoing options shall excuse Seller from any liability to Buyer in connection with the assertion of such patent infringement claim against Buyer. Buyer shall indemnify Seller against all claims arising out of alleged infringement of any patent, design, copyright or trademark with respect to any product made to Buyer's specifications or any product designed or constructed to handle, assemble or fill containers in accordance with Buyer's specifications, and against all claims of contributory infringement, activity inducing infringement, and infringement of any method or process claim resulting from use by Buyer of the goods sold hereunder.

GOVERNING LAW; JURISDICTION; CLAIMS:

The Agreement shall be governed and construed in all respects in accordance with the laws of the State of Ohio. Buyer agrees it is subject to personal jurisdiction of the courts in Stark County, Ohio, and any dispute arising out of this Agreement requiring adjudication by a court of law shall be filed and heard in the venue of Stark County, Ohio.



SEVERABILITY; WAIVER:

In the event that any portion of these Terms and Conditions and Agreement are held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Terms and Conditions and Agreement and the remainder of the Agreement shall remain in full force and effect. No waiver of any breach or default under the Agreements shall be deemed to be a waiver of any preceding or subsequent breach or default.

ENTIRE AGREEMENT:

The Agreement, including without limitation all Attachments and this Terms and Conditions, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.