

THESE TERMS AND CONDITIONS SUPERSEDE ANY OTHER

**TERMS AND CONDITIONS OF SALE
FLEETWOOD - SIGNODE STRAP, SEALS, HAND TOOLS AND PACKAGING SUPPLIES**

The following Terms and Conditions are those under which Metals Group Fleetwood - Signode ("Fleetwood - Signode") offers to sell its products ("Products"). The sale of said Products is expressly limited to, and made conditional upon, Purchaser's acceptance of these Terms and Conditions. These Terms and Conditions shall be the exclusive terms and conditions under which said Products are sold and cannot be modified or amended except in a separate document executed by an authorized representative of Fleetwood - Signode. No terms and conditions of any purchase order or invoice of Purchaser utilized in connection with the purchase of Products shall, even if expressly so stating, be deemed to override these terms and conditions.

PRICING AND TERMS OF PAYMENT

Pricing shall be as set forth on Fleetwood - Signode's current price list applicable to you and terms of payment shall be net 30 days. Purchaser will also be additionally charged for all applicable sales, use, excise and other similar taxes. Fleetwood - Signode shall have the right to exercise an offset of the amount of Fleetwood - Signode's receivables against payables related to goods or services purchased from the same business entity.

SHIPMENT, TITLE TRANSFER AND RISK OF LOSS

All deliveries of Products shall be F.O.B. per invoice. Shipment dates are approximate. If the shipment date is delayed at the request of the Purchaser, Fleetwood - Signode shall have the right to invoice Purchaser on the date Fleetwood - Signode is prepared to make shipment and charge Purchaser for storage at the rate of 1% of the purchase price per month until shipment is made. Title will be transferred to Purchaser upon Fleetwood - Signode's receipt of full payment.

WARRANTIES AND LIMITATIONS

- (1) Fleetwood - Signode warrants that, for a period of six (6) months for strapping, seals, tools, and packaging supplies - from the date of shipment of the Product ("Warranty Period"), the Products will be free from defects in material and workmanship under normal use. During said Warranty Period Fleetwood - Signode agrees to replace free of charge any Fleetwood - Signode Product which is determined to be defective. If the defective Product is a part, component or tool, Fleetwood - Signode may require that the defective tool, part or component be sent to Fleetwood - Signode freight or postage prepaid. If the Purchaser requests that Fleetwood - Signode remove and/or replace a part or component, Fleetwood - Signode shall have the right to charge Purchaser for such work at Fleetwood - Signode's regular service rates.

This Warranty extends only to the original purchase from Fleetwood - Signode and is not transferable.

- (2) Fleetwood - Signode warrants and represents that the Products when used in accordance with instructions provided by Fleetwood - Signode, will not infringe any patent or other proprietary right of any third party.

THESE WARRANTIES AND REPRESENTATIONS DO NOT APPLY IF FLEETWOOD - SIGNODE'S PRODUCTS ARE USED WITH TOOLS OR MATERIALS WHICH DO NOT MEET FLEETWOOD - SIGNODE DESIGN SPECIFICATIONS, OR IF THE PRODUCTS ARE ALTERED, MISUSED OR ABUSED, OR IF THE USER FAILS TO FOLLOW FLEETWOOD - SIGNODE OPERATING INSTRUCTIONS, OR OTHERWISE.

FLEETWOOD - SIGNODE'S WARRANTIES AND REPRESENTATIONS ARE SPECIFICALLY LIMITED TO THOSE SET FORTH ABOVE. FLEETWOOD - SIGNODE MAKES NO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FLEETWOOD - SIGNODE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS, OR GOODWILL), EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

FLEETWOOD - SIGNODE'S SOLE OBLIGATION TO THE PURCHASER FOR ANY BREACH OF THE WARRANTIES AND REPRESENTATIONS OR DAMAGES RESULTING FROM THE USE OF THE PRODUCTS, SHALL BE THE ACCEPTANCE OF THE RETURN OF THE PRODUCT AND THE REFUND OF THAT PORTION OF THE PURCHASE PRICE PAID BY PURCHASER TO FLEETWOOD - SIGNODE OR REPLACEMENT OF DEFECTIVE PRODUCTS OR PARTS AND COMPONENTS AS EXPRESSLY PROVIDED FOR IN PARAGRAPH (1) ABOVE.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Specifications, drawings, manuals and other technical information relating to the Fleetwood - Signode Products provided by Fleetwood - Signode to Purchaser contain proprietary and confidential information ("Information") of Fleetwood - Signode. Purchaser shall not disclose, give, lend, exhibit or sell the Information to third parties, or use the Information other than for the operation and maintenance of the Products as instructed by Fleetwood - Signode, without the prior express written permission of Fleetwood - Signode.