

## **Globe Plastics Purchase Order Terms & Conditions**

The following terms and conditions shall apply to the Purchase Orders of Globe Plastics, Inc. ("Globe") and the "Supplier" designated on the face of the Purchase Order.

1. **Acceptance and Entire Agreement:** Suppliers acceptance of the Purchase Order shall be acknowledged by returning a signed acknowledgment of this Purchase Order to Globe within ten (10) days of the date hereof.

Globe is not bound by any provisions at variance or in addition to the terms of the Purchase Order that may appear on any acknowledgment form used by the Supplier, unless specifically accepted in writing by Globe.

In the event no acknowledgement is received, Globe's acceptance from Supplier of materials specified in the Purchase Order shall also constitute a contract between the parties in accordance with these terms and conditions. Upon acceptance the terms and conditions of this Purchase Order shall constitute the entire agreement between Supplier and Globe with response to the subject matter of this Purchase Order and may not be modified or rescinded except by a writing signed by the Supplier and Globe.

2. **Relationship to Master Contract:** In the event the terms and conditions of this Purchase Order conflict with the terms and conditions of any master contract, annual requirements contract, or other agreement between the parties specifying that such agreement shall supersede the terms and conditions of the Purchase Order, for this purchase of materials ordered pursuant to this Purchase Order, then those other terms and conditions, which are in conflict shall take precedence.

3. **Waiver:** No waiver by Globe of any drawing, blueprint, specifications or other requirements of this Purchase Order on one occasion shall constitute a waiver of any requirements for remaining performance under this or any other Purchase Order, unless so stated in writing by Globe.

4. **Price:** Globe shall not be billed or invoiced at prices higher than stated on this Purchase Order unless agreed to in writing by Globe's authorized representative. Supplier represents that the price charged for the materials or services covered by this Purchase Order is the lowest price charged by the Supplier to buyers of a class similar to Globe's under conditions similar to those specified at the time of quotation, sale, or delivery. Supplier agrees that any price reduction made in materials covered by the Purchase order which is instituted before delivery will be applicable to the Purchase Order.

5. **Additional Charges:** No charges will be allowed for consulting, tooling, engineering, service or other unspecified charges, taxes, insurance, import duties, transportation, boxing, crating, drayage, or storage unless such charges are agreed to and are included in this Purchase Order.

6. **Excusable Delays and Defaults:** Supplier shall not be liable for delays or defaults in furnishing materials or service pursuant to the Purchase Order if such failure is due to (a) acts of God or of a public enemy; (b) acts of the United States of any state or political subdivision thereof; (c) fires, floods, explosions or other catastrophes; (d) epidemics and quarantine restrictions; (e) strikes, slowdowns, or labor stoppages of any kind; (f) freight embargo; (g) unusually severe weather; (h) delays of a supplier due to such causes; or (i) causes beyond the control and without the fault or negligence of Supplier in furnishing materials or services under the Purchase Order.

7. **Quantities:** Globe is not obligated to accept any material in excess of quantities specified on the face of this Purchase Order. Globe will accept only the quantity of materials shown in the "Quantity" column of this Purchase Order, unless otherwise specified on the face of this Purchase Order.

**8. Changes:** Globe may at any time, by a written order and without notice, make changes within the general scope of this Purchase Order in any one or more of the following; (a) drawings, blueprints, designs or specifications; (b) method of shipment or packing; (c) inspection standards; (d) place of inspections, (e) delivery or acceptance; (f) the amount of Globe consigned materials; or (g) any other requirements of this

Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for performance, or any part of the work under this Purchase Order, or both, equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, as may be affected. Any claim by Supplier for adjustment under the Section must be asserted in writing within thirty (30) days of Supplier's receipt of the change order. Where the cost of property made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, Globe shall have the right to prescribe the manner of disposition of such property. Nothing herein shall excuse Supplier from proceeding with this Purchase Order as changed. This Purchase Order shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived Globe Plastics, Inc., Purchase Order Terms and Conditions, in whole or in part, except by written change order hereto signed by and Globe authorized representative. If Supplier makes any changes to product and/or process definition, Supplier must notify Globe of any changes and secure Globe's written approval.

**9. Packing, Shipping and Delivery:** Supplier shall; (a) ship the material covered by this Purchase Order complete unless instructed otherwise; (b) ship to the destination designated in this Purchase Order; (c) ship according to routing instructions given by Globe; (d) place the Purchase Order number on all subordinate documents; (e) enclose a packing memorandum with each shipment, and when more than one package is shipped, identify the one containing the memorandum; (f) mark this Purchase Order number on all packages and shipping papers; (g) tender invoices as specified in the Purchase Order, showing Purchase Order number through routing and weight; (h) render separate invoices for each shipment within twenty four (24) hours after shipment; (i) forward bills of lading and shipping notices with invoices; (j) mail invoices, bills and notices to the address shown on this Purchase Order if prepayment of transportation charges is authorized.

Supplier shall include the transportation charges from the F.O.B. point to the destination as a separate item on the invoice stating the name of the carrier used. All material shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no additional charges shall be made to Globe therefore unless otherwise stated on the face of this Purchase Order.

**10. Inspection and Rejection:** All materials (including raw materials, components, subassemblies, and end products) may be inspected and tested by Globe at all reasonable times and place, before and after manufacture. If any materials are defective in materials or workmanship, or are otherwise not in conformity with the requirements of this Purchase Order, Globe shall have the right to reject them or require that such materials be corrected or replaced promptly with satisfactory materials or workmanship. The rejected materials, at Globe's discretion, may be returned to Suppliers at Supplier's expense. In no event shall Globe be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Supplier, without additional charge supplier shall provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not to unduly delay the work. Supplier further agrees to maintain adequate authenticated inspection and test documents which relate to work performed under this Purchase Order. Supplier agrees to supply Globe with inspection and test reports, affidavits, certifications, or any other documents as may be reasonably requested. Supplier will notify Globe of any nonconforming product produced in accordance with this

Purchase Order and must secure written approval from Globe prior to shipment.

**11. Right of Access:** Supplier shall grant Globe, its Customers, and regulatory authorities, to the extent necessary, access to all plant areas, test departments, warehouses and adjoining areas, as well as access to quality relevant documents. Reasonable restrictions imposed by the Supplier to safeguard business secrets will be accepted. Supplier shall also impose this requirement on all sub-suppliers utilized for work involving Globe orders.

**12. Title and Risk of Loss:** Title to material purchased by Globe under this Purchase Order shall vest in Globe when the material has been delivered at the F.O.B. point. If this Purchase Order calls for additional services such as unloading, installation, or the like to be performed after delivery, supplier shall retain risk of loss and damage to the material until the additional services have been performed. Notwithstanding the above, if Supplier is expressly authorized to invoice Globe for stocks prior to shipment, title to those stocks shall vest in Globe upon payment of the invoice.

**13. Cancellation:** Globe may at any time cancel this Purchase Order or in whole, or in part by written, faxed or emailed notice of verbal notice confirmed in writing. If this Purchase Order is terminated for Globe's convenience, any claim or Supplier shall be settled on the basis of reasonable cost it has incurred in the performance of this Purchase Order. If, however, cancellation is occasioned by Supplier's breach of any condition hereof including the Suppliers delay in delivery, Supplier shall not be entitled to any costs, and Globe shall have against Supplier all remedies provided by law and equity, including the right to purchase substitute materials elsewhere and charge Supplier with any losses incurred. Time is of the essence in this contract. Whenever Supplier has knowledge that an actual or potential labor dispute is delaying or threatens to delay its timely performance under this Purchase Order, Supplier shall immediately give written notice thereof to Globe.

**14. Tooling:** Unless otherwise specified in this Purchase Order, all tooling and/or all other articles required for the performance hereof shall be furnished by Supplier, maintained in good condition and replaced when necessary at Supplier's expense. If Globe agrees to pay supplier for "special tooling" either separately or as a stated part of the unit price of materials purchased herein, title to such tooling shall pass to Globe upon payment therefore and possession shall be given to Globe upon request.

**15. Assignment and Subcontracting:** Supplier shall not (a) assign any order, interest herein or any rights hereunder, or (b) subcontract any work to be performed hereunder, without the prior written consent of Globe. Any approved assignments to subcontractors shall include all applicable requirements in the purchasing documents, including key characteristics where required.

**16. Patents and Technical Data:** All drawings, blueprints, specifications, and other technical data or information furnished by Globe pursuant to this Purchase Order shall remain the property of Globe and shall not be disclosed to others or used for manufacturing purposes for other than Globe's order, without Globe's prior written permission. Supplier agrees to indemnify Globe and its customers against all judgments, decrees, costs and expenses arising from any claim of infringement in connection with the use or sale of materials delivered pursuant to this Purchase Order, alone, or in combination according to Supplier's specifications or recommendations, unless the materials are specifically made for Globe from a design originated by Globe and such infringement shall have necessarily resulted from Supplier's compliance with special design requirements set forth in specification or drawings or blueprints furnished by Globe.

17. **Taxes:** Any applicable state sales, use or federal excise taxes shall be shown separately on Supplier's invoice.

18. **Equal Opportunity Clause:** The equal opportunity clauses set forth in 41 C.F.R. §60-1.4, 41 C.F.R. §60-250.4 and 41 C.F.R. §60-741.4 will by reference become part of every contract and/or purchase order between a government contractor/Purchaser and Globe, which exceeds or will exceed, or has or will have with other contracts, a total value during any 12 month period exceeding \$10,000.

19. **Non-Segregated Facilities:** In connection with every contract and/or purchase order between a government contractor/Purchase and Globe, which exceeds or will exceed, or has or will have with other contracts, a total value during any 12 month period exceeding \$10,000, Globe certifies that it does not and will not maintain any facilities provided for employees in a segregated manner or permit its employees to perform services at any location under its control, where segregated facilities are maintained. If the contract(s) and/or purchase order(s) between Globe and your company as supplier on a government contract exceeds or will exceed with other contracts and or purchase orders, a total value during any 12 month period of \$10,000, your company certifies that it does not and will not maintain any facilities provided for employees in a segregated manner, or permit its employees to perform services at any location, under its control, where segregated facilities are maintained.

20. **Affirmative Action Program:** If your company as supplier on a government contract has 50 or more employees and a contract and/or purchase order with Globe which exceeds or will exceed with other contracts and/or purchase orders, at total value during any 12 month period, of \$50,000, your company certifies that is has developed and has on file or will develop and have a file, a written affirmative action compliance program for each of its establishments and will comply with the provisions of 41 C.F.R. §60-1.40.