

The terms and conditions contained on the next page of this document are the commercial terms of purchase from Bio Packing Films, LLC (“Bio”). No additional or different terms or attempted exclusions or modifications of any type shall be effective against Bio in the absence of the express written consent of Bio by an authorized officer.

1. Time. All orders are subject to: (i) credit approval; (ii) rejection or modification due to required delivery date or raw material availability; (iii) minimum order quantities and (iv) Purchaser's provision of all applicable documents and specifications. No lead times are guaranteed unless agreed to in writing by both parties.

2. Prices/Exclusions/Shipping. Purchaser acknowledges that prices are effective only for orders shipped on the date that they appear; Bio may change prices at any time without notice. If Purchaser is an existing customer currently purchasing goods at a certain price, Bio may change its prices at any time upon 30 days' written notice or upon 10 days' written notice in case of a sudden severe increase in materials prices or other costs. Price increases for components purchased by Bio on Purchaser's behalf for inclusion in finished goods shall be passed on to Purchaser without advance notice and due immediately without regard to Purchaser's payment terms or standard payment terms in section 3 below. Unless otherwise specifically agreed by the parties, all shipments are F.O.B. (Incoterms 2010) Bio's production facility for shipments. Goods in transit are at Purchaser's risk. Purchaser shall be fully responsible to pay or to reimburse Bio for carrier charges. In the case of international sales, unless otherwise agreed, Purchaser shall be fully responsible: (i) to provide Bio prior to shipment and in writing, the ultimate destination and identity of the end-user; (ii) to pay all duties, taxes and other charges imposed by any government on goods or on the purchase, exportation or importation of goods; and (iii) for compliance with applicable legal requirements for exportation and importation of goods.

3. Payment. Payment terms are net 30 days from date of invoice in US Dollars. Bio shall not be bound to extend credit. Purchaser waives all suretyship defenses. In the event that Purchaser renders payment to Bio in a manner purported by Purchaser to serve as payment in full of an invoice, Bio's acceptance of such payment (i) shall not act as an accord and satisfaction and (ii) shall be without prejudice to Bio's right to pursue additional payment of such invoice. Purchaser shall not have the right of set off unless so agreed in writing by Bio. If any payment is past due, Bio may impose a service charge of the lesser of the maximum amount allowed by applicable law or 1½% per month and may hold or cease shipments of goods. Any amounts charged to a credit card may be subject to a convenience fee of 3%. Purchaser agrees to pay Bio's attorney's fees and expenses and other collection costs in the event collection or other enforcement efforts become necessary or appropriate in Bio's discretion. In addition, Bio shall have the right to terminate this sale, to stop goods in transit, and to suspend further performance under these terms and conditions and/or other agreements with Purchaser in the event Purchaser fails to make any payment when due, which other agreements Purchaser and Bio hereby amend accordingly.

4. Cancellation/Claims>Returns. Purchaser will be responsible to pay the full P.O. price if goods are manufactured in response to a P.O. cancelled by Purchaser (without Bio's fault) prior to shipment. Purchaser shall make prompt inspection of goods. Rejection of alleged nonconforming goods must be made in writing 30 days after delivery for non conformities reasonably discoverable on inspection, and three (3) months after delivery for latent non conformities; after that time goods will be deemed accepted and not subject to revocation of acceptance. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. Purchaser will give Bio reasonable opportunity to examine and test goods that are the basis for any claim. As a condition for replacement, refund or credit, Bio may request the return of alleged nonconforming goods in the same condition as when received, except such part as cannot be returned due to necessary testing. On request, Purchaser shall also return, if possible, tested goods. No claim against Bio shall be made or allowed for goods returned without Bio's prior written consent. All claims for loss or damage during transit must be made against the carrier and by notation on freight bill or delivery receipt. All returns of other than nonconforming goods must be: (i) approved in advance by Bio; (ii) of goods in new condition and not printed or special; (iii) made within 90 days; (iv) shipped at Purchaser's expense; and (v) accompanied by or subject to a twenty-five percent (25%) restocking charge. Credits (other than those for overpayments) expire 180 days after issuance.

5. Confidential Information. All nonpublic information conveyed by Bio regarding Bio's prices, costs, discounts, inventions, planned and existing products, including the goods (some of which may also be subject to Bio's copyright, trademark, or patent rights), packaging, customers and distributors as well as information regarding Bio's business or finances and production methods, know-how and concepts used by Bio, is proprietary and confidential ("Confidential Information"). Purchaser agrees that it will not disclose any such Confidential Information to others and will advise its employees and agents of the secrecy of such Confidential Information and take all other steps necessary to protect Bio's Confidential Information. Purchaser shall not copy, reverse compile, reverse engineer or otherwise duplicate the goods or any part of those goods or copy, misuse or misappropriate any Confidential Information belonging to Bio. Bio shall be entitled to all legal and equitable rights and remedies available under state and federal law and otherwise to protect its Confidential Information, trademarks, trade secrets and intellectual property of all kinds (all of which may be referred to hereafter as "IP").

6. Product Planning. Any custom descriptions and layouts supplied with a quotation, unless otherwise stated, are preliminary only and Bio reserves the right to make modifications (after advising Purchaser) if Bio determines that the modifications will result in increased efficiency of production or use. Artwork, product design, production and packaging methods and other materials, information and IP developed in whole or in part by Bio shall remain Bio's property and subject to all IP protections, unless the parties enter into a written contract under which the Purchaser specifically buys the rights to such IP and Bio makes a written assignment thereof.

7. Limited Warranty/Limitation of Damages. Goods are warranted to: (i) be substantially free from defects in material and workmanship when sold subject to all time limitations and (ii) comply with Bio's published specifications within stated tolerances, but it shall be Purchaser's responsibility to assure that such specifications and tolerances will fulfill Purchaser's requirements regardless of whether Bio has notice of such requirements. **BIO MAKES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE OR NON INFRINGEMENT OR OTHERWISE ASIDE FROM THE LIMITED WARRANTY ABOVE AND THE DESCRIPTION OF THE GOODS. BIO'S LIABILITY FOR ITS ALLEGED BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, RECALL LIABILITY, NEGLIGENCE OR OTHER CAUSE OR THEORY IS LIMITED TO REPLACEMENT OF DEFECTIVE GOODS OR REFUND OF THE PURCHASE PRICE UPON TIMELY RECEIPT OF NOTICE REGARDLESS OF WHETHER BIO HAS OR HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL BIO BE RESPONSIBLE FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, COVER OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF CAUSE.** This limited warranty is void with regard to any goods altered, misused or subject to neglect or accident. Bio

shall not be responsible to purchaser under this limited warranty for fit or other compatibility problems when the goods are used with products of another manufacturer. All oral and written advice provided by Bio relating to the goods is subject to the foregoing disclaimer of warranties and limitation of damages provision.

8. Indemnification. Purchaser shall hold harmless and indemnify Bio from and against any expenses, claims or causes of action (including Bio's attorney's fees and expenses) as a result of (i) death, bodily injury, personal injury or property damage arising out of Purchaser's marketing, advertising, sale, distribution or use of the goods (including any claims or causes of action based on items for which or with which the goods are used) except to the extent caused solely by Bio's gross negligence; (ii) Purchaser's violation of any applicable law or standard in the marketing, advertising, labeling (or improper or inadequate labeling), sale, distribution or use of the goods or the items with which or for which the goods are used; (iii) any alleged patent, trademark, trade dress, copyright, trade secret or IP infringement based on purchaser's samples, mock-ups or specifications; (iv) any illegal, false, misleading or deceptive information that Purchaser instructs Bio to print on or otherwise apply to or use with the goods; and (v) any environmental pollution, contamination or damage (including, in addition to the above, fines and penalties to the extent allowed by law, clean-up and other remedial or containment costs and legal, technical or similar fees and expenses) arising out of such pollution, contamination or damage to the environment or natural resources occurring in connection with purchaser's use of any goods regardless of cause, including Purchaser's negligence, strict liability, or other act or omission. Bio reserves the right (but shall have no duty) to discontinue deliveries of any goods, the manufacture, sale or use of which might: (i) infringe any trade dress, copyright, trade secret, patent or other IP rights; or (ii) violate any foreign, federal, state or local law, regulation or order.

9. Thermoplastic Characteristics. To obtain expected benefits and service from thermoplastics (including goods) and minimize potential complications, Purchaser must: (i) be familiar with and allow for the working characteristics of thermoplastics and print on thermoplastics; (ii) determine and allow for the impact of environmental conditions and chemical substances on the appearance, durability, stiffness, and other attributes and uses of the goods, as well as the effects of permeability, transmission rates and other compatibility factors and the effects of contact or use with hydrocarbons, oxidizing acids and essential oils; (iii) determine and implement proper handling and storage techniques; and (iv) establish and implement suitable environmental and time parameters. It is purchaser's responsibility to: (1) evaluate compatibility with filled or finished product; (2) evaluate compatibility with any other products with which the goods are intended to fit or be used; (3) determine maximum load capability with filled product before stacking; and (4) consider the effect of real world use and environmental factors.

10. Technical Advice. Bio assumes no obligation or liability for any technical assistance, information or safety advice it furnishes concerning the goods, the parties agreeing, that all such advice is given without charge or warranty and accepted by Purchaser at Purchaser's risk.

11. Force Majeure. If Bio is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform, but shall perform as soon as possible after the force majeure event ceases. References to force majeure shall refer to circumstances that are beyond Bio's control and that affect production or transportation. This provision is intended to be interpreted to expand rather than limit the application of the Uniform Commercial Code ("UCC") section 2-615.

12. Laws. A. The Agreement shall be interpreted under Illinois law without regard to choice of law principles and shall not be governed in whole or in part by the United Nations Convention on Contracts for the International Sale of Goods. Purchaser consents to jurisdiction of state and federal courts in Illinois to resolve any dispute between the parties; provided, however, that Bio may institute an action for equitable relief in a different jurisdiction. For all matters not covered by the terms of the Agreement, the UCC shall control. Until receiving payment in full, Bio shall have all rights of a seller under the UCC in addition to those in the Agreement and otherwise, including rights of a secured party (under article 9 of the UCC) and rights of reclamation (under the UCC and the U.S. Bankruptcy Code). All remedies are intended to be cumulative and in addition to all other remedies available at law and in equity. The parties shall not contest the validity or enforceability of any electronic transmissions based on the provisions of the statute of frauds.

B. Purchaser will be responsible to comply with all applicable laws, including the export control laws in effect in the United States and other applicable jurisdictions which may be issued from time to time concerning the exporting, importing and re-exporting of goods. It is Purchaser's responsibility to inform Bio of the applicability of and compliance with testing and legal requirements (including local laws) with respect to any P.O.

C. Purchaser will be responsible to provide notice to Bio if Purchaser intends that any goods will be "Children's Products" as defined by the federal Consumer Product Safety Act of 1972 (15USC2051 et seq.), as amended, including the Consumer Product Safety Improvement Act of 2008 ("CPSIA"), and will provide notice to Bio if any goods are subject to CPSIA. Goods and services sold hereunder are neither for use in any nuclear or related applications, nor for use as components in life support devices or systems intended for surgical implant into the body or intended to support or sustain life, without bio's prior written consent.

13. Miscellaneous. Bio may terminate the Agreement immediately on Purchaser's bankruptcy or other insolvency. The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Purchaser in the absence of Bio's express written consent. Nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Purchaser's noncompliance with these terms shall not be binding on Bio with respect to any continuing or subsequent noncompliance. Bio reserves the right to display samples of any goods it produces, decorated or undecorated. To the extent necessary to preserve the parties' rights, all terms of the Agreement shall survive acceptance of and payment for goods sold as well as cancellation, termination or expiration of the Agreement. There shall be no third party beneficiaries of the Agreement unless the parties specifically identify such beneficiaries in writing. Section headings are inserted for convenience and shall not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by both parties. Bio shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of Bio. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions. Bio shall be entitled to recover its reasonable attorneys' fees and expenses in the event it is the prevailing party in any litigation to enforce this Agreement.