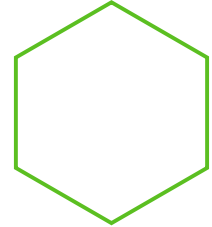


General terms and conditions of sale



All our transactions are subject to the following Terms and Conditions which always take precedence over the Conditions of the purchaser save for any derogation expressly laid down in writing. The following sales Terms and Conditions are an integral part of any agreement and/or purchase order ('Purchase Order') executed by CONTEYOR US, INC. and/or CON TEYOR PACKAGING SOLUTIONS S.A. DE C.V. (collectively referred to as 'conTeyor[®]') with any purchaser ('Purchaser') of goods or services from conTeyor[®] (the 'Goods'). By entering any agreement and/or Purchase Order among Purchaser and conTeyor[®], conTeyor[®] and Purchaser (collectively, the 'Parties') hereby agree that any such Purchase Order or transaction among the Parties is subject to the following Terms and Conditions:

1. Only Written Agreements are Binding on the Parties.

Proposals, catalogues, brochures and any information contained on conTeyor[®]'s web pages do not constitute an offer or obligation in any way unless conTeyor[®] separately and expressly agrees in writing to any obligation, offer or warranty contained in such proposals, catalogs, brochures or web pages. conTeyor[®] shall only be bound to Purchaser when a Purchase Order has been accepted and confirmed in writing by conTeyor[®].

2. Delivery

Unless otherwise stipulated by the Parties, delivery dates by conTeyor[®] are always considered indicative only. Any delay in execution and/or delivery does not give the Purchaser any right to recourse for liability against conTeyor[®] or the right to cancel this General Sales Terms and Conditions or any Purchase Order or agreement entered between the Parties; accordingly, Purchaser agrees that any delay in delivery does not give rise to a claim against or liability of conTeyor[®] for delays in delivery. Purchaser is obligated to take delivery of the Goods specified in the Purchase Order within 8 (eight) calendar days of notification via e-mail, fax or telephone of its availability. Any failure by Purchaser to take delivery of Goods may subject Purchaser to charges by conTeyor[®] for any damage, including storage costs, suffered by conTeyor[®] as a result of late receipt in conTeyor[®]'s warehouse.

3. Transportation

Delivery by conTeyor® shall always take place in conTeyor®'s warehouse. Risk of loss shall pass from conTeyor® to Purchaser at conTeyor®'s warehouse once conTeyor® notifies Purchaser that the Goods are available to Purchaser at conTeyor®'s warehouse. The Goods shall be transported at Purchaser's sole risk and cost. All quotations for shipping are based on full truck shipments or complete orders. All deviations from this policy at the request of Purchaser may be subject to additional charges by conTeyor®.

4. Price

All prices are FOB conTeyor®'s warehouse, exclusive of costs and taxes. conTeyor® reserves the right to alter prices as a result of tax changes that may affect the cost of the Goods (e.g. new import duties) or changes in any supplies or its prices, from the moment of ordering to delivery.

5. Payment

All invoice payments by Purchaser shall be due within 30 calendar days from invoice date, in immediately available, freely transferable US funds at conTeyor®'s office or to specified accounts in accordance with written instructions from conTeyor® unless otherwise mutually agreed in writing by the Parties. If no payment has been received by the due date of the invoice the invoice shall be in default and the unpaid balance shall bear interest at the rate of 12% interest per annum until fully paid. Moreover, the Parties agree in the event of such failure to pay, all other invoices to Purchaser and amounts outstanding thereon shall be immediately payable to conTeyor®, even if the due date is at a later date. In the event of any dispute as to the invoiced amount payable hereunder, Purchaser shall nevertheless make payment as herein stated, but such payment shall not result in a waiver of any of Purchaser's rights or remedies with respect to such disputed amount. No payment by bills of exchange, promissory notes or any other kind of credit instrument shall constitute payment unless expressly agreed upon in writing in advance by conTeyor®. In the event of non-payment of a bill of exchange or a credit instrument by its due date, all subsequent amounts and invoices owed shall be immediately payable, including all accepted bills, notes and credit instruments falling due at a later date. Until payment has been made in full, the Goods sold shall remain the property of conTeyor®. conTeyor® shall have no responsibility to cover its damages in the event of Purchaser's failure or refusal to take delivery of Goods subject to this Purchase default in payment or refusal to take delivery. In addition to the claims set forth herein and in the Purchase Order, in the event of a breach by Purchaser, conTeyor® reserves the right to exercise any and all remedies available under applicable law and regulations.

6. Warranties

conTeyor® makes no warranties of merchantability or fitness for a particular purpose as to any of its products except as provided herein. All conTeyor® products and accessories are warranted against defects in materials and workmanship for a period of 30 (thirty) calendar days from delivery. Purchaser's exclusive remedy for any claims of defects in material or workmanship shall be the repair or replacement of the defective Goods. The Products shall be forwarded to conTeyor® F.O.B. Purchaser's facility, and shall be repaired within a reasonable period of time; conTeyor® shall not be liable for consequential damages, loss of profits, personal injury or commercial loss arising out of or in any way connected with Goods and accessories delivered under this Agreement. This warranty shall not apply in the event of defects caused by: (i) physical abuse of the Goods or any component or acts of vandalism; (ii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than conTeyor®, its employees, agents or subcontractors; or (iii) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of conTeyor® or its employees, agents, or subcontractors. In any event, conTeyor®'s liability for any damages due to Purchaser shall be limited to the purchase price of the Products at issue in the claim. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

7. Setoff

In addition to any right of setoff or recoupment provided by law, all amounts due to conTeyor® will be considered net of indebtedness and conTeyor® will be entitled to setoff and recoup against any amounts due to Purchaser and its affiliates.

8. Force Majeure

conTeyor® shall not be liable for delays or failures in performance of a Purchase Order or default in delivery arising out of or resulting from causes beyond its control. Such causes include, but are not restricted to, acts of God, acts of Purchaser, acts of the Government or the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather or default of suppliers due to any of such causes.

9. Cancellation of Orders

If Purchaser refuses to sign any credit documents required by conTeyor® or fails to meet any of its contractual obligations to conTeyor® under a Purchase Order or under these General Terms and Conditions, conTeyor® reserves the right to cancel such Purchase Order and its obligations hereunder after serving notice of default which Purchaser fails to cure within 10 (ten) calendar days. Upon cancellation of such Purchase Order by conTeyor®, Purchaser shall pay conTeyor® the full price of any Goods subject to a Purchase Order less the amount of any deposit paid by Purchaser with respect to such order.

10. Relation between the Parties

Purchaser and conTeyor® are independent contracting parties and nothing herein, or in a Purchase Order will make either party the employee, agent or legal representative of the other for any purpose. These Terms and Conditions do not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Purchaser will be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance. All employees and agents of Purchaser or its respective contractors are employees or agents solely of Purchaser or such contractors, and not of conTeyor®, and are not entitled to employee benefits or other rights accorded to conTeyor®'s employees. conTeyor® is not responsible for any obligation with respect to employees or agents of Purchaser or its contractors.

11. Applicable legislation and judicial competence

For the purposes of any legal action or proceeding arising out of these Terms and Conditions, the same shall be governed by and construed in strict accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule, and the Parties submit and consent to the personal and non-exclusive jurisdiction and venue of the federal and state courts in Oakland County, Michigan. Notwithstanding the foregoing, as deemed convenient by conTeyor®, it may opt to file its actions in accordance with the applicable laws of the United Mexican States without giving effect to any choice or conflict of law provision or rule, and in that case the Parties will submit themselves to the personal and non-exclusive jurisdiction and venue of the courts of León, Guanajuato, México.

12. Intellectual Property

Purchaser recognizes all intellectual property relating to the designs of the Goods is the exclusive property of conTeyor® and may not be copied, reproduced or used in any manner without conTeyor®'s prior written consent.

13. Amendments.

These General Sales Terms and Conditions and may not be terminated, modified, amended or waived orally except by a writing signed by the Parties hereto through their authorized representatives.

14. Modifications and Changes

Any modifications and changes directed by Purchaser or due to the changes in laws or government regulations, rules, orders or interpretations of the foregoing, after the Purchaser places its Purchase Order pursuant hereto, shall be subject to be an equitable adjustment mutually agreeable to conTeyor® and Purchaser. In case conTeyor® cannot maintain the delivery schedule due to late delivery of any parts required to be sourced from designated suppliers by the Purchase Order specifications, conTeyor® may change the make of such parts with the consent of Purchaser. In the event that, after the date of this order, any laws, rules, regulations or interpretations thereof become effective in accordance with which conTeyor® is required to change the performance of its obligations hereunder, this order shall be modified so that the price, time of delivery and other terms and conditions shall be reasonably adjusted to reflect and take into account the foregoing changes.

15. Compliance with law and standards

conTeyor® makes no promise or representation that the Products shall conform to any law, statute ordinance, regulation, code or standard (“Laws and Standards”), unless expressly stated in written agreements acknowledged by both parties. Purchaser acknowledges that the use of the Products may be subject to requirements or limitations under Laws and Standards. Purchaser shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such use.

16. Sub-Contract

conTeyor® shall have the option to assign the part or whole of design, manufacturing, try-out, packing work of the Products to sub-contractors.

17. Confidentiality

The Purchaser acknowledges that all information provided to it by conTeyor® and its agents and representatives heretofore or hereafter (other than information or source) constitutes confidential and proprietary information and includes trade secrets of conTeyor® (“Confidential Information”). The Purchaser shall keep the Confidential Information confidential, shall not disclose the Confidential Information to third parties without the prior written consent of conTeyor®. All Confidential Information furnished to Purchaser will be returned to conTeyor® upon the request by conTeyor®. The Confidential Information will be used solely for the purposes related to these Terms and Conditions and other purpose is expressly prohibited.

18. Non-Assignment

Purchaser may not assign its rights under this Terms and Conditions or under any Purchase Order without conTeyor®’s prior written consent and any such purported assignment shall be void ab initio and of no force or effect.

19. Conditions Not Waived

conTeyor®’s failure to enforce or declare a default or breach with respect to any particular term or condition of these General Terms and Conditions or any Purchase Order shall not constitute a waiver of conTeyor®’s right to enforce, or be protected by, any term or condition of these General Terms and Conditions and those set forth in any Purchase Order.

20. Enforceability

In case any terms of these General Terms and Conditions or of any Purchase Order are held to be invalid, illegal and/or unenforceable, in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Agreement or purchase order shall be affected thereby.

