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**Contact Flambeau Packaging, Medical Group**

15981 Valplast Road • Middlefield, OH 44062, USA

E-Mail: [info@flambeau.com](mailto:info@flambeau.com)

Phone: 1-800-457-5252 (USA & Canada) 1-440-632-1631

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**Contact Flambeau Automotive Group, Industrial Contract & Fluid Systems**

801 Lynn Avenue • Baraboo, WI 53913-2795, USA

E-Mail: [ipg@flambeau.com](mailto:ipg@flambeau.com)

Phone: 1-800-352-6266 (USA & Canada) or 1-608-355-6536

Fax: 1-608-356-9354

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All orders are accepted and all sales made subject to the terms on the face hereof as well as the following provisions.

- 1 **EXAMINATION-SUITABILITY CLAIMS:** You should examine each shipment promptly upon arrival. We will recognize no claims for any cause after the goods have been changed in any manner (except for reasonable test quantities). It is your responsibility to determine whether the goods are suitable for your contemplated use, whether or not such use is known to us. You waive all claims of which we are not notified in writing within fifteen (15) days after the arrival of goods at destination.
- 2 **DELIVERY AND FREIGHT:** All goods are shipped F.O.B. point of manufacture or warehouse, freight collect, and title passes upon such delivery. We will normally designate routing and means of transportation, but will attempt to route per your written instructions. All claims for damages or loss in transit must be made by you directly to the carrier.
- 3 **WARRANTIES:** Unless otherwise provided herein, we warrant title and that all goods sold hereunder shall conform to this Quotation. Except as otherwise expressly stated herein, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, 3 EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.
- 4 **TECHNICAL ADVICE:** Any technical advice furnished you before or after delivery in regard to the use of said goods is furnished on the basis that it represents our best judgment under the circumstances, but that the goods are used at your sole risk.
- 5 **LIABILITY:** You agree that our liability in respect of any warranties or matters in respect of any goods sold or delayed in shipment or not shipped is limited, at our option, (a) to repayment, or if not paid, to credit of the purchase price, (b) to replacement, or (c) to repair, of that part of said goods which is the subject of the cause on which the claim is based and that we shall in no event be liable for special, incidental, indirect, consequential, or punitive damages.
- 6 **OVERAGES AND UNDERAGES:** Overages and underages of goods ordered shall be in accordance with our current practice.
- 7 **CREDIT:** Credit is at all times subject to approval and review by our credit department, notwithstanding the terms stated on the face hereof. If we are at any time in doubt as to your financial responsibility we may (a) decline to make further deliveries except against cash or satisfactory security, (b) declare all rendered invoices immediately due and payable, (c) discontinue production on all orders received, and (d) deliver all specially printed or nonstandard goods produced for your existing orders and demand payment therefore immediately following delivery at then current prices.
- 8 Any unpaid account for invoiced parts or mold work shall constitute a lien on any molds, tools, or piece parts in our possession. In the event a customer's account remains open and unpaid for a period of thirty (30) days, or in case of purchaser's dissolution or bankruptcy, we reserve the right to use purchaser's molds or tools to make and sell articles and parts therefrom and such sales shall not be deemed infringement of any patent or trademark thereon, of which the purchaser is owner or licensee.
- 9 **RETURNS:** No claims will be recognized in regard to goods disposed of or returned without our consent, and no shipping costs on returns will be paid unless previously authorized in writing by us.
- 10 **PRINTING, ETC:** All printing, molded logos, art work, and composition is to be done on your instructions and you will hold us harmless from any liability for any resulting infringement of copyrights and trademarks. While we will use our best efforts to see that painting, artwork, and composition are in accordance with your instructions, we assume no responsibility for errors therein. All art work, printing plates, and cylinders remain our property.
- 11 **TOOLING:** Goods "purchased" hereunder which are tooling, dies, molds, other special equipment or the like (tooling) to be used to produce custom-designed product for you, such tooling are and remain our sole property and will remain in our possession and control. Your purchase price is a contribution toward our design, engineering, manufacturing, and other special costs of such tooling. We will use such tooling exclusively to make goods purchased by you, but we reserve the right to use, modify, sell, or destroy such tooling without notice after the lapse of eighteen (18) consecutive months without receipt of an acceptable purchase order from you for the standard minimum run of these goods.
- 12 **PRICES:** The goods identified on the face hereof may be billed at the price in effect on the date of shipment if such date is more than thirty (30) days after the date of acceptance of your order subject to your right to cancel any quantity to which an increase is applicable within ten (10) days after receipt of such notice.
- 13 **TAXES:** In the absence of proper evidence of exemption supplied to us, you will reimburse us for all taxes, excise or other charges, which we may be required to pay to any government (national, foreign, state, or local) upon, or measured by the production, storage, sale, transportation, and/or use of the goods identified on the face hereof.
- 14 **VIS MAJOR:** No liability shall result from any cause (including without limitation: Acts of God, force majeure, labor trouble, inclement weather, shortage of or inability to obtain materials, equipment or transportation, and/or orders of courts) beyond the reasonable control of the party affected. Either of us may eliminate herefrom quantities so affected but the applicable agreement shall remain otherwise in effect. If our supply of goods to be sold hereunder is limited by any such cause, we shall have the right to reduce or cancel in its entirety our commitment under the applicable agreement.
- 15 **CONTRACT:** Our contract in regard to the goods identified on the face hereof consists in its entirety of the terms and conditions appearing on the face and back of this instrument. These Conditions may be modified only with the written authorization of an officer of Flambeau, and no changes or additions shall be effected by the return to you, signed or unsigned of tear-off or other forms attached to or accompanying your order that you require us to return. No written or oral understandings, representations, or warranties predating the date hereof shall be of any effect, nor shall any written or oral communication from us to you predating the date hereof be deemed an acceptance of your order or to impose contractual obligations on us with respect to it. It is the express agreement of the parties hereto that the interpretation and effect of this Agreement shall be governed by the laws of the State of Ohio and shall govern all rights and duties of you and us hereunder.
- 16 **MISCELLANEOUS:** This contract is not assignable or transferable voluntarily or by operation of law. If this instrument is an invoice, the data thereon shall be prima facie evidence that this instrument was mailed within three (3) day of its date.
- 17 **NO LICENSE GRANTED:** No license is granted expressed or implied, under any patents by our acceptance of an order, the manufacture of any tooling for your benefit, or the purchase of goods from us.
- 18 **CANCELLATION AND CHANGES:** A shipment cannot be canceled or changed within thirty (30) days of the ship date. If the order is for multiple shipments within thirty (30) days of each other, we may elect to run two releases at one time and in this case, you shall be responsible for both. If special accessories are required for your order, you shall be responsible for them at the time of cancellation, even if the cancellation is thirty (30) days prior to the ship date.
- 19 **HOLD HARMLESS:** You shall hold us harmless and indemnify us against any expense or loss resulting from infringement or any violation of any patents, copyrights, trademarks, or any other intellectual property rights, arising from, or out of, compliance with your design specifications or instructions.
- 20 **NO WAIVER:** Our failure to insist upon strict performance of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that we may have, and shall not be deemed a waiver of any subsequent breach or default of the terms and conditions herein contained. No provision in this Agreement shall be deemed to have been waived by us unless such waiver is in writing and signed by an officer of Flambeau.

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These conditions are subject to change by us without notice and all such changes shall apply to orders bearing a date subsequent to change.