

General Conditions of Sale

Effective 07.15.2006

The following terms and conditions are applicable to ALL sales made by Charter Plastics, Inc., to any person or entity and constitute an integral part of each and every contract or agreement for any sales by Charter Plastics, Inc., to any person or entity:

1. The "Terms", as defined in the applicable Acknowledgment, constitute the final written expression of all of the terms of the parties' agreement and are the complete and exclusive statement of those terms. Furthermore, the parties agree that the Terms cannot be contradicted, supplemented, or explained by evidence of course of performance, course of dealing or usage of trade. Also, none of the Terms nor any condition, understanding, or agreement purporting to modify or vary the Terms or the applicable Acknowledgment will be binding, unless made in writing and signed by the party to be bound.
2. Charter Plastics, Inc. warrants that, at the time of delivery of the goods specified in the applicable Acknowledgment (the "goods"), the goods will be free from any security interest or other lien or encumbrance.
3. The buyer will have the right to inspect the goods on arrival. Within five (5) business days after delivery, the buyer must give written notice to Charter Plastics, Inc. of any claim for damages on account of condition, quality, or grade of the goods, and the buyer must specify the basis of the claim of the buyer in detail. Failure of the buyer to comply with these conditions will constitute irrevocable acceptance of the goods by the buyer.
4. Charter Plastics, Inc. warrants that the goods will meet the specifications described in the applicable Acknowledgment. This warranty and the applicable warranty(ies), which may be found on the website of Charter Plastics, Inc., at www.charterplastics.com, are exclusive and are in lieu of all other warranties, whether written, oral, or implied, including without limitation the warranty of merchantability and the warranty of fitness for a particular purpose.
5. The buyer's exclusive remedies and the limits of the liability of Charter Plastics, Inc., for any and all losses or damages resulting from defective goods or from any other cause are as set forth in, and only as set forth in, the applicable warranty(ies) which may be found on the website of Charter Plastics, Inc., at www.charterplastics.com.
6. The buyer may not assign any of its rights or delegate any of its performance without the prior written consent of Charter Plastics, Inc., and any attempt at assignment or delegation without such consent will be void.
7. Any and all disputes between the buyer and Charter Plastics, Inc., pertaining to or arising from the goods, the applicable Acknowledgment or any other agreement or purported agreement between the parties, whether or not involving any other party, will be decided in accordance with the laws of the Commonwealth of Pennsylvania, without consideration of its principles of conflicts of laws; and exclusive venue of any proceedings pertaining to or arising from such disputes will be in the Court of Common Pleas of Crawford County, Pennsylvania or in the United State District Court for the Western District of Pennsylvania.
8. Charter Plastics, Inc. retains a security interest in the goods until it has received payment in full in collected funds for the goods.
9. Charter Plastics, Inc. will be excused for any delay or failure to perform due to fire, act of God, or similar catastrophe, strike, or labor trouble affecting Charter Plastics, Inc., or suppliers or subcontractors or due to any cause beyond the reasonable control of Charter Plastics, Inc.
10. Charter Plastics, Inc. reserves the right to cancel any agreement, in whole or in part, in the event of the buyer's insolvency or bankruptcy or if Charter Plastics, Inc. deems that its prospect of payment is impaired.