

STANDARD TERMS OF SALE
10/18/2006 rev. 1.1

All sales and services by DISPLAY PACK, INC. ("DPI") are subject to the following Standard Terms of Sale. The term "Goods" refers to the product or products being sold or manufactured by DPI. The term "Goods" does not include products or items supplied by Customer to DPI for packaging ("Customer's Products"). The term "Services" refers to DPI's services in packaging the Customer's Products with Goods produced or manufactured by DPI or in manufacturing the Goods. The term "Customer" refers to the person or entity purchasing Goods or Services from DPI.

1. Agreement. If these terms constitute an acceptance, the acceptance is expressly conditioned on Customer's assent to any additional or different terms contained in this Agreement. DPI objects to and will not agree to any terms that are additional to or different from these terms. If these terms constitute an offer, DPI expressly limits acceptance to the terms of the offer. If Customer has not otherwise agreed to these terms, Customer's acceptance of delivery of, or full or partial payment for, the Goods or Services will constitute Customer's acceptance of these terms. These terms include and incorporate the additional provisions set forth in the document entitled "Contractual Standards for Quality" as it may be updated and provided to Customer from time to time. These terms (including the Contractual Standards for Quality) are a final, complete and exclusive statement of the terms of the parties' agreement ("Agreement"). Any changes to this Agreement are binding only if made in writing and signed by both parties.

2. Orders. All orders for Goods or Services must be in writing. Orders include without limitation purchase orders submitted through the DPI website located at www.displaypack.com ("Online Orders"). Customer will not be considered to have submitted an order until DPI's actual receipt (regardless of any backdating) of a purchase order that is complete as to all required information. Customer is responsible for determining whether the ordered Goods or Services are suitable for Customer's needs. For Online Orders, before placing an Online Order, Customer will examine and test samples of the Goods or Services to be furnished by DPI and determine whether such Goods or Services are suitable for Customer's needs. All orders are subject to final approval by DPI. Upon approval, DPI will issue an acknowledgment with estimated delivery dates. Orders may not be changed or canceled without the written approval of DPI. Customer shall be responsible for all expenses and losses (including lost profits) incurred by DPI as a result of any change or cancellation.

3. Delivery of Customer's Products. Customer shall deliver all of Customer's Products to be packaged by DPI to DPI's Grand Rapids, Michigan facility during normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Unless otherwise specified by DPI, Customer Products shall not be delivered to DPI more than 90 days or less than three business days before scheduled production. Delivery of the Customer's Products is to be F.O.B. DPI's facility. DPI will use commercially reasonable efforts to minimize loss and scrap of Customer's Products. Customer shall deliver a sufficient quantity of Customer Products to permit packaging by DPI in a single run, unless otherwise agreed by DPI. DPI shall not be required to count Customer's Products at the time of receipt. In the event of any shortage, Customer shall be responsible for any additional costs resulting from more than one run, including additional setup costs. If an overage is delivered to DPI, Customer shall be responsible for all shipping costs incurred in returning such overages to Customer. DPI is not responsible for receipt of any of Customer's Products that are spoiled or damaged or that prevent DPI from performing the Services or supplying the Goods ordered. If Customer Products are not provided in time for scheduled production, DPI may invoice Customer for setup and breakdown charges. Customer shall be responsible for any delays or additional costs resulting from Customer's Products being other than as expected by DPI.

4. Customer's Materials. If Customer desires to use materials or products of its own for incorporation into the Goods or use in providing the Services, Customer shall submit samples to DPI for determination of suitability. Customer shall furnish materials, shipment prepaid, with proper identification, including purchase order number, Customer name and project name. DPI shall not be liable for the condition or performance of Customer's materials and such materials shall be excluded from the limited warranty set forth below.

5. Prices and Other Terms. The prices of Goods and Services will be as quoted in writing by DPI. Quoted prices expire after 30 days or such other period as may be stated in writing and except as quoted, prices can be changed without notice. For Online Orders, the price including shipping and handling will be communicated when the Customer completes the Online Order. Prices quoted are F.O.B. (Uniform Commercial Code term) DPI's shipping point and are exclusive of all federal, state, local or other taxes and charges of any kind, including without limitation sales, excise, use and property taxes and all import and export duties, tariffs, licenses, permits and fees levied on DPI, whether or not invoiced by DPI. Customer shall reimburse DPI for any such taxes and charges that are paid by DPI. Customer may not offset or recoup any claim against amounts due DPI. Quoted prices are based on the specifications, delivery terms, and other criteria set forth in or referred to in the quote, and any changes may result in an increase in price. All quoted prices are in U.S. dollars. DPI reserves the right to increase its prices upon notice to Customer to reflect increases in DPI's costs. Stenographical or clerical errors are subject to correction.

6. Payment Terms. Unless otherwise specified in writing by DPI, full payment of the purchase price is due thirty days from the date of DPI's invoice, without discount. For Online Orders, only major credit cards will be accepted: MasterCard, Visa and American Express. If at any time DPI determines that Customer's financial condition or credit rating does not merit a sale on credit, DPI may require advance payment. A service charge of 1.5% per month (or such lesser rate as may be the maximum permitted by law) may be assessed on all past due accounts, and DPI will be entitled to suspend performance under this or any other agreement with Customer until Customer's account is current. In addition, DPI may impose a 2% piece price increase on work for Customers who are 30 days or more in arrears. DPI will be entitled to the payment of all expenses and reasonable attorney fees incurred in the collection of any delinquent account. DPI may establish a credit limit for customer that will be subject to change at any time.

7. Delivery and Delay. The Goods are sold F.O.B. DPI's shipping point. Risk of loss to the Goods shall pass to Customer upon delivery of the Goods to the carrier and Customer has the responsibility for filing claims for loss or damage in transit. Risk of loss to Customer's Products shall remain with Customer during the entire term of this Agreement and no relationship of bailor and bailee or any similar arrangement shall be created by or deemed to arise as a result of this Agreement. Shipping dates are estimates only. DPI may ship all of the Goods at one time or in portions from time to time. DPI has the right to determine the method of shipment and routing, unless otherwise directed by the Customer. For Online Orders, DPI will ship these Online Orders via FedEx Ground as 1 day or 2 day deliveries (depending on Customer's selection) within the contiguous 48 US States. For Online Orders, Customers may request other options for delivery including: (i) Less than

Truckload (LTL), for specific Online Orders quantities as specified on the website, or (ii) for shipments outside of the contiguous 48 states. Customer may make this request by calling into the DPI Customer Service Department at 616-451-3061 or sending an email to Info@displaypack.com. All deliveries are subject to modifications or cancellation due to events beyond DPI's control. If DPI cannot finish and ship the Goods on the estimated shipping date due to causes not under DPI's direct control, the estimated time of delivery will be extended accordingly and DPI will not be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver. If Customer causes or requests delay in the manufacture or shipment of Goods or DPI's performance of Services, Customer shall pay DPI for all resulting damages, including without limitation, payment of reasonable storage expenses for the Goods and Customer's Products during the period of delay or interruption. Upon any suspension or delay, DPI may invoice customer for expenses to date including expedited shipping, labor, raw materials, and other items, and a reasonable charge for any storage. Customer shall, at its sole expense, unload all Goods delivered by DPI. Any claims for shortages must be made within five (5) business days of delivery to Customer. For Online Orders, any claims for pricing errors or shortages must be made within five (5) business days of receipt of shipment and, at delivery, must be noted upon the carrier's bill of lading and any other shipping paperwork evidencing acceptance of delivery. In accordance with industry standards, DPI shall have the right to ship $\pm 10\%$ without liability to Customer.

8. Returned Goods for Online Orders and Display Box Stock Program. Customer may return standard or stock Goods (current designs only) for Credit provided that: (i) the Goods are less than six (6) months old (based on DPI's shipping date); (ii) the Goods are in original unopened packaging and/or containers; (iii) Customer is returning a minimum of at least five (5) cases of a single product number for the returned Goods; and (iv) DPI inspects and approves the return. Customer credit for return will be equal to price less a 20% restocking fee. Customer is further responsible for all shipping charges on returned Goods. No Goods will be accepted without DPI prior approval and issuance of a Return Materials Authorization number. Goods not approved for returns will be shipped freight collect to the Customer or disposed of at the Customer's request.

9. Security Interest. DPI retains a security interest in all Goods to secure payment of the purchase price. DPI also retains a security interest in all of Customer's Products in DPI's possession to secure payment of the purchase price. At DPI's request, Customer will execute and deliver to DPI financing statements evidencing either or both of these security interests. If Customer does not make payments as required, DPI may withhold all Goods and Customer's Products in its possession and charge Customer reasonable storage expenses.

10. Customer's Obligations. Customer agrees that (i) before using the Goods, Customer shall determine the suitability of the Goods for Customer's intended use and shall assume all risk and liability whatsoever in connection with that determination; (ii) Customer shall use the Goods in accordance with any instructions included with the Goods or otherwise communicated to Customer; and (iii) Customer shall use the Goods in accordance with the requirements of all applicable federal, state and local laws, rules and regulations. Customer further agrees that it will not remove or change any safety devices, warnings or operating instructions placed on the Goods by DPI.

11. Warranty; Limitations. DPI warrants that the Goods shall be free from defects in material and workmanship under proper and normal and recommended use for a period of ninety days from the date of shipment. For Online Orders, DPI warrants that the Goods shall be free from defects in material and workmanship at the time sold by DPI. Goods shall be considered defective only if the defect materially impairs the value of the Goods to Customer, and violates agreement specifications or if none, violates normal industry tolerances. In accordance with the terms of this limited warranty ("Warranty"), DPI will, at its option, either replace any such defective Goods or parts thereof or issue Customer a credit for the purchase price of the defective Goods, provided that written notice of the defect is received by DPI within thirty days of the appearance of such defect and within the 90-day warranty period. For Online Orders, DPI will only replace any such defective Goods or parts thereof. If notice is not given within such period, any claim for breach of warranty is waived and DPI shall not be liable. Any parts which satisfy an agreed pre-production approval process ("PPAP") criteria will be deemed to have been accepted. Upon receipt of notice of a possible defect in the Goods, DPI shall issue furnish instructions for their disposition. No Goods shall be returned to DPI without its prior consent. Transportation charges for return and replacement under the Warranty will be borne by DPI. DPI's liability shall not exceed the purchase price of the defective Goods. DPI makes no warranties and shall have no liability concerning the Customer's Products.

EXCEPT AS PROVIDED ABOVE, WHICH SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, DPI MAKES NO WARRANTIES AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS OR SERVICES. DPI shall have no tort liability to Customer with respect to any of the Goods or Services and shall not be liable for consequential or incidental damages arising from any product defect, delay, nondelivery, recall or other breach. Customer shall have no right of rejection or of revocation of acceptance of the goods.

12. Insecurity and Adequate Assurance. If DPI ever believes in good faith that it has grounds for insecurity as to Customer's performance, then Customer shall provide adequate assurance of due performance within 7 days after DPI demands the assurance, which shall be considered to be a reasonable time. Customer's failure to do so shall be considered to be a repudiation by Customer of this Agreement and of all other then-existing contracts, orders or releases that provide for Customer to purchase goods and/or services from DPI ("Outstanding Contracts"). "Grounds for insecurity" include, without limitation, (1) Customer's failure to make a payment to DPI or to perform another obligation under the Agreement or an Outstanding Contract, (2) Customer's insolvency, (3) a deterioration in Customer's financial condition after the Agreement was entered into and (4) Customer's failure to provide financial statements and other financial information to DPI promptly upon DPI's request. "Adequate assurance of due performance" includes, without limitation, providing a letter of credit or comparable security for all obligations of Customer that then exist or that will arise in the future under all Outstanding Contracts.

13. Indemnification. Customer shall indemnify and hold DPI harmless (and defend DPI if so requested) with respect to any claim, loss, damage, judgment, liability or expense (including attorney's fees and costs) suffered or incurred by DPI as a result of, or in connection with, (i) any act, omission or use of the Goods by Customer, its employees or customers, (ii) any incorrect, misleading, faulty or legally insufficient labeling or other information supplied or approved by Customer to DPI for inclusion on the Goods or Customer's Products, and (iii) any breach of this Agreement by Customer.

14. Intellectual Property; DPI Property. DPI is the sole and exclusive owner of all intellectual property rights and all intellectual property rights relating to the Goods or Services, all packaging and other materials and associated with the Goods or Services, and all manufacturing, packaging or other processes associated with the Goods or Services, except and only to the extent that Customer has specifically provided DPI with items for inclusion in or on the Goods or has specifically directed DPI in the manner of preparation or manufacture of the Goods. Without limiting the general nature of the foregoing, DPI sole and exclusive ownership shall extend to all inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software, works of authorship and other intellectual property that DPI solely or jointly with others creates, conceives or develops (a) in the course of DPI's design, development or manufacture of the Goods, (b) in the course of DPI's design, development or manufacture of packaging or promotional materials for the Goods or (c) in DPI's performance of services for Customer. Customer assigns, and agrees to assign, to DPI all right, title and interest that Customer now has or in the future acquires in the Intellectual Property or in any related intellectual property rights. To the extent that Customer retains any intellectual property rights in the Goods or has supplied or directed DPI to use any material on the Goods or Customer Products are involved, Customer shall defend any suit or proceeding brought against DPI based on a claim of a third party that the Goods, the Customer's Products, or any material character or symbol included in or on the Goods or the Customer's Products infringes on any patent, trademark, copyright or other intellectual property right of a third party. Customer will pay all damages and costs awarded against DPI in any such suit or proceeding. Any drawings, specifications, documents, film, artwork, electronic data files, and other information ("Information") and any tooling, equipment, dies, molds, forms, and other property ("Tooling") that DPI shall create or furnish to or acquire from Customer in connection with Customer's purchase of the goods or performance of the services shall remain DPI's property, unless otherwise agreed in writing.

15. Retention of Information and Tooling. DPI shall have the right at any time to discard, delete, or otherwise dispose of Information or Tooling that it owns. To the extent that Customer has any ownership or other rights in any Information or Tooling, DPI shall have the right to discard, delete, or otherwise dispose of such Information or Tooling (except thermoform tooling) upon the earlier of (i) notification by the Customer that it no longer requires the Information or the Tooling, (ii) one year from the date of the last order or release of goods or services in which the Information or Tooling was used, or (iii) 30 days following written notification to Customer of DPI's intention to dispose of the Information or Tooling. Customer waives any rights that it may have under MCLA § 445.611 et seq. concerning plastic dies, molds or forms. Nothing in this paragraph shall be construed to limit DPI's right to enforce any lien on the Information or Tooling that DPI may have under any agreement between the parties or under applicable law. DPI is not responsible for any loss of or damage to any Information or Tooling while in DPI's possession. Accordingly, Customer agrees it will not provide DPI with the original or sole copy of any Customer-owned Information or Tooling.

16. Remedies of DPI. DPI's rights and remedies shall be cumulative and may be exercised from time to time. In a proceeding or action relating to a breach of this Agreement by Customer, Customer shall reimburse DPI for reasonable costs and attorney's fees incurred by DPI. No waiver by DPI of any breach by Customer shall be effective unless in writing nor operate as a waiver of any other breach of the same term thereafter. DPI shall not lose any right because it has not exercised it in the past.

17. Applicable Law and Venue. This Agreement shall be governed by and interpreted according to Michigan law, without regard to conflict of laws principles. Any lawsuit arising out of this Agreement or the Goods shall be brought in a federal or state court whose district includes Kent County, Michigan, and Customer irrevocably consents that such court shall have personal jurisdiction over Customer and waives any objection that such court is an inconvenient forum. Any action that Customer brings against DPI for breach of this Agreement or for any other claim that arises out of or relates to the Goods or the Services must be brought within one year after the cause of action accrues.

18. Force Majeure. DPI shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, strike, fire, riot, civil commotion, insurrection, war, weather, embargo, inability to obtain transport, government requirements, acts of God or other activities beyond DPI's control. DPI will not be held responsible for current pricing contracts in this situation. Additionally, Customer acknowledges and agrees that, in the event of a Force Majeure event, DPI may increase the price to Customer due to effects of the Force Majeure.

19. Miscellaneous. If any provision of this Agreement is found to be invalid or unenforceable under any law, the provision shall be ineffective to that extent and for the duration of the invalidity or unenforceability, but the remaining provisions shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Agreement without prior written consent of DPI. This Agreement shall be binding upon and inure to the benefit of DPI and Customer and each of their legal representatives, successors and assigns. DPI is acting as an independent contractor in the provisions of Goods and Services hereunder and nothing herein shall be construed to constitute Customer and DPI as principal and agent, joint venturers or partners, nor shall any similar relationship be deemed to exist between them. Each party will maintain as secret and confidential, and will not disclose to any person or entity without the other party's written consent, any confidential information of the other party.