

**Aviles & Associates, Inc. d.b.a. Aviles Plastics  
Terms and Conditions of Sale for Customers**

- 1. ORDERS.** Aviles Plastics accepts formal and informal purchase orders. Orders may be submitted verbally or via written fax, mail, or email. Aviles Plastics encourages customers to submit orders in writing whenever possible for purposes of clarity and traceability. An order becomes valid once Aviles Plastics agrees to perform the job either verbally or in writing.
- 2. PAYMENT TERMS.** Unless otherwise indicated on the face hereof, Customer's with established credit accounts shall pay in full the net amount of each invoice submitted by Aviles Plastics within 30 days of the date thereof. Payment is to be made in U.S. dollars. All amounts not paid when due shall be considered past due. Additional interest may be payable to Aviles Plastics on any amount not paid when due at the rate of one and one-half percent (1.5%) per month. Customer shall pay to Aviles Plastics any additional expenses incurred by Aviles Plastics as a result of any delay or change in shipment instructions. Customer shall reimburse Aviles Plastics for all collection costs, court costs, administrative costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts. If a Customer's check is returned by the financial institution for insufficient funds, Customer shall pay Aviles Plastics a handling charge of twenty-five dollars (\$25.00) for each returned check. Customers without established credit accounts shall pay a 50% downpayment to confirm the order, and the balance shall be due upon delivery.
- 3. PRICING AND QUOTATIONS.** Unless otherwise noted, pricing and quotations provided to Customer shall be valid for sixty (60) days from the date of issue. Pricing provided prior to Aviles Plastics receipt of all final electronic files, drawings, CAD files, cut files, and artwork is subject to change upon file review by Aviles Plastics. Any change, modification, or revision to the originally quoted project, including materials, finishing, quantities, packaging, delivery method, etc., may result in additional charges to be borne by the Customer.
- 4. ORDER CANCELLATION OR MODIFICATION.** It is the Customer's responsibility to forward any changes, modifications, and revisions to electronic files, drawings, CAD files, cut files, and artwork to Aviles Plastics for production. Customer shall not assume that Aviles Plastics has on record from previous orders, the most current version of the Customer's electronic files, drawings, CAD files, cut files, and artwork. Customer shall communicate with Aviles Plastics regarding any change, modification, or revision to the order in a timely fashion due to the custom nature of the work. Customer agrees to indemnify Aviles Plastics for any costs incurred, including but not limited to labor costs, materials, supplies, and setup charges, due to the order cancellation or modification.
- 5. ORDER DELAYS.** Customer accepts that quoted lead times may be affected by delays, foreseen or unforeseen, in receiving drawings, data, CAD files, cut files, artwork, material, supplies and other requests for information that are necessary for Aviles Plastics to perform. If customer requires Aviles Plastics to maintain its original lead time even after delays, Aviles Plastics reserves the right to charge a Rush Fee or Overtime Fee. Modifications and alterations to the quoted project may also affect quoted lead times.
- 6. F.O.B. CONTRACT.** All goods are sold F.O.B. Aviles Plastics, Shipping Point, or Point of Origin unless otherwise specified in the quotation. For such sales, customer shall pay for all transportation and shipping costs incurred by Aviles Plastics. After goods are delivered by Aviles Plastics to the carrier, title to the goods sold shall pass to the customer. Customer assumes all risks upon delivery to carrier.
- 7. ORDER DELIVERY.** Unless Customer specifies otherwise, Aviles Plastics will use its discretion in routing all shipments and reserves the right to select carrier and truck size. Unless Customer specifies otherwise, goods may be packed in bulk in Aviles Plastics' containers. Crating, palletizing, wrapping, individualized packaging, and other special packaging may involve additional charges, to be borne by Customer. The shipment date mentioned on the quotation or an any order acknowledgment is Aviles Plastics' best approximation of the probable shipment date and is not a fixed or guaranteed date unless otherwise agreed to in writing by both Aviles Plastics and Customer. Shipment of goods is subject to the "Order Delays" clause in this agreement, and is also subject to any and all delays or cancellations due to any condition or occurrence whatsoever beyond Aviles Plastics' control, including but not limited to, employee strikes, fires, power outages, riots, wars, acts of God, inability to obtain materials or supplies, or an intervening governmental regulation (an "Event of Force Majeure"). Aviles Plastics shall not be liable for failure to deliver or delay in delivery caused by any Event of Force Majeure. Aviles Plastics shall not be liable for any loss or damage resulting, whether directly or indirectly, from delayed shipments. If a complete delivery is not possible for any reason whatsoever, Aviles Plastics may release partial shipments in order to satisfy Customer's immediate need for product.
- 8. NO STORAGE.** Upon completion of Customer's order, the open balance of the order must be scheduled to ship within a reasonable amount of time. Unless otherwise agreed to in writing prior to delivery, Aviles Plastics will not store any finished goods, leftover materials, supplies, or packaging materials. Aviles Plastics will dispose of leftover scrap, materials, supplies, or packaging materials in a responsible manner, and may recycle the aforementioned whenever possible. Any materials, supplies, or packaging materials belonging to Customer shall be returned to Customer upon completion of the order, although Customer can elect to have Aviles Plastics dispose of or recycle such materials, supplies, or packaging material.
- 9. RETURNS.** Because of the custom nature of Aviles Plastics' products, all goods sold are final sale unless defect in quality or workmanship is discovered. No goods can be returned without Aviles Plastics' prior authorization.
- 10. NON-CONFORMING GOODS.** All goods manufactured by Aviles Plastics shall be inspected upon delivery. Should any of the goods prove defective due to faults in manufacture, or fail to meet Customer's specifications, Customer shall notify Aviles Plastics immediately, stating in full particulars the defects. In the event Aviles Plastics confirms that any of the goods are defective, Aviles will, at its option, either replace the goods or adjust the matter fairly and promptly. Customer's failure to notify Aviles Plastics in writing of any deficiencies in the goods within seventy-two (72) hours after receipt of the goods shall constitute Customer's acknowledgment that the goods were in good, safe, and serviceable condition.
- 11. FINANCIAL RESPONSIBILITY.** Customer agrees to furnish to Aviles Plastics, at any time upon Aviles Plastics' request, security satisfactory to Aviles Plastics for performance of Customer's obligations hereunder. Reasonable doubt of financial responsibility shall entitle Aviles Plastics to stop production, decline shipment, or stop any goods in transit without liability, until the goods shall have been paid for or Aviles Plastics is satisfied of Customer's financial responsibility. In the event Aviles Plastics exercised its rights under this provision, all unpaid invoices upon which Customer is liable shall immediately become due and payable.
- 12. LIMITATION OF LIABILITY.** Aviles Plastics shall not be liable to the Customers, its successors and/or assigns, for any loss, damage, or claim that may arise in connection with the sale or use of its goods in excess of the amount paid by the Customer for the products. Notwithstanding anything to the contrary in these Terms and Conditions or the Invoice, Aviles Plastics shall not be liable to Customer or any other party for any loss or damage to revenues, profits, other economic loss or goodwill or other special, incidental, indirect, punitive or consequential damages of any kind, arising out of, relating to or in connection with these Terms and Condition or the Invoice, or the transactions contemplated hereby, whether resulting from breach of contract, breach of warranty, negligence, strict liability, tort or other legal theory, even if Aviles Plastics has been advised, knows, or should have known of the possibility of such damages, and even if any of the limited remedies of this order fail to fulfill their essential purpose.
- 13. WARRANTY.** Aviles Plastics warrants that the goods manufactured will conform to any specifications, drawings, samples, or other descriptions furnished by Customer within industry-acceptable tolerances and variations, and will be free from defects in manufacturing or workmanship. Aviles Plastics also expressly warrants title to the goods is free and clear of any liens and encumbrances. Except as specifically set forth herein, Aviles Plastics makes no warranty or guarantee to any Customer, express or implied, regarding the merchantability, fitness or suitability of its manufactured goods for a particular purpose, value, condition, design, capacity, or material workmanship.
- 14. ASSIGNMENT.** Customer shall not assign its right and obligations under this contract without the written approval of Aviles Plastics.
- 15. WAIVER.** Aviles Plastics' failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Aviles Plastics' waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges.
- 16. AMENDMENTS, MODIFICATIONS, OR SUPPLEMENTS.** Any amendment or modification of these Terms and Conditions or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing and signed by both parties.
- 17. ENTIRE AGREEMENT.** This order, and any document referred to herein, constitutes the entire agreement between the parties. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Buyer's authorized representative.
- 18. SEVERABILITY.** In the event any of the provisions of this Lease are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in the Lease.
- 19. GOVERNING LAW.** The laws of the State of Wisconsin shall govern this agreement and the rights and obligations of the parties hereunder. Any dispute under this agreement will be resolved by arbitration and be binding on all parties.

*All sales shall be subject to Terms and Conditions set forth herein. Aviles Plastics reserves the right to change its Terms and Conditions without prior notification.*