



Quotation#: 595

Customer ID TEMP	Contact
Telephone	Fax ?

Bill To:

Temp for Prospects

 , PA

Ship To:

Temp for Prospects

 , PA

Quote Date	FOB	Ship Via	Terms	Sales Person	Over-Under %
12/13/2005	DEST	Our Truck	Net 30	Salesman 001	10.0%-10

Est#	Description/Style/Color/Board	Item	Quantity	Release	Price	UOM
5256	RSC 10 x 10 x 10 RSC Glued Right 200C Kraft 69#, 33#, 26# Fuel Surcharge	5256	5,000 1.0	1	\$1,390.06 \$0.00	M EA

QUOTED PRICES ARE GOOD FOR 30 DAYS. BOARD PRICES MAY CHANGE WITHOUT NOTICE. ONCE AGAIN, THANK YOU FOR GIVING US THE OPPORTUNITY. DEFAULT NOTES TRANSFER FROM THE FIRST QUOTE IN THE SYSTEM.

Maximum warehouse hold term are 90 days.

Comments

*Due to the volatility of raw material markets, this quotation is valid 30 days from date of issuance. All quotations and contracts are contingent upon strikes, fire, accidents or other causes beyond our control. All quantities are subject to industry standard overrun / under run of up to 10%. Order quantities below 10,000 are subject to overrun / under run up to 20%.

Century Box appreciates your valuable business and we are committed to providing assistance at any time to meet your needs. Thank You!

GENERAL TERMS AND CONDITIONS OF SALE TRANSACTIONS OF CENTURY BOX DIVISION OF GOOBY INDUSTRIES

1. **GENERAL:** These terms and conditions ("Seller's Terms and Conditions") shall apply to any contract for the sale of goods ("Goods") as that term is used in the Uniform Commercial Code – Sales (hereinafter "UCC") by Century Box Division of Gooby Industries (collectively and individually, "Seller"). Seller's Terms and Conditions shall be incorporated in and deemed a material part of: (a) any bid, quote, response to a request for quote, letter, proposal, or any other form of offer for the sale of Goods ("Proposal") by Seller to a buyer ("Buyer"); (b) any form of order acknowledgment by Seller to Buyer ("Order Acknowledgment"); and (c) Contracts for Sale and Invoices. Seller's Terms and Conditions shall be the only terms and conditions applicable to Buyer's purchase of Goods pursuant to the terms appearing on the face of the Proposal or Order Acknowledgment (the "Reverse Side"), and shall supersede all prior communications or orders issued by Buyer involving terms and conditions for the sale of the Goods. Seller's Terms and Conditions shall not be modified or changed without Seller's written consent. **Seller specifically and expressly objects to and rejects any terms and conditions or other provisions in Buyer's purchase orders, printed forms, correspondence or any other writings which are different from, inconsistent with or in addition to the Seller's Terms and Conditions or the terms contained on the Reverse Side.** Buyer's efforts to change Seller's Terms and Conditions or the terms contained on the Reverse Side shall constitute a material alteration of Seller's Proposal and shall not be binding on Seller unless Seller agrees in writing to accept said alterations. Receipt by Seller of Buyer's purchase order for Seller's Goods, or Seller's initiation of any work to manufacture and supply the Goods identified on the Reverse Side shall constitute acceptance by Buyer of the remaining terms and conditions set forth below.
2. **PRICE:** The Goods and other items covered by this contract shall be sold and invoiced at the price or prices stated on the Reverse Side. Unless otherwise specified in writing, the prices set forth in Seller's Proposal shall expire thirty (30) days from the date set forth on the Reverse Side. If Buyer has not accepted in writing Seller's Proposal at the stated prices within such thirty (30) day period, Seller reserves the right to change the prices for such Goods reflected on Seller's Proposal. If the price is not stated on the Reverse Side, then the price shall be Seller's price in effect at the time of each shipment of Goods identified on the Reverse Side. Unless otherwise specified in writing, prices do not include federal, state or local sales, excise, use or other taxes now in effect or hereafter levied by reason of this transaction. All such taxes shall be paid by Buyer.
3. **DELIVERY, TRANSPORTATION AND RISK OF LOSS:** Unless otherwise agreed in writing by the parties, all Goods herein sold shall be transported and delivered, as determined by Seller, pursuant to one of the following two alternative methods: (1) **FOB DESTINATION.** Under this alternative, Seller shall select the method, routing and agency of transportation and shall add the cost of such transportation and delivery to the Buyer's invoice. Seller shall bear the risk of loss, damage or other incidents of ownership until delivery is tendered to the specified destination. Any excess packing, shipping or other transportation costs or charges resulting from Seller's agreement to comply with Buyer's transportation or delivery requests shall be in addition to the charges set forth above. (b) **FOB SELLER'S FACILITY.** *(Risk of loss and title should match, although Seller retains a security interest in the goods until invoice is paid.)* Under this alternative, all transportation and delivery charges shall be borne by Buyer. Risk of loss passes to Buyer when Goods leave Seller's facility. Title to such Goods under this method shall remain with Seller until full and final payment for such Goods has been received by Seller. Upon receipt, Buyer shall be given the right to select the method, routing and agency of transportation. If the Goods are to be shipped pursuant to Buyer's shipping instructions and Buyer fails to provide Seller with such shipping instructions by the fourteenth (14th) day after Seller is ready to ship the Goods, Seller shall ship the Goods pursuant to one of the two methods described in this paragraph, as Seller deems appropriate and reasonable. The delivery date set for the Reverse Side is an approximate date of delivery unless the parties have mutually agreed in writing to a definitive date for delivery. Seller may deliver the Goods within a reasonable time prior to or after the delivery date set forth on the Reverse Side. Seller's delivery date may be dependent upon Buyer's timely acceptance or supply of such information or materials necessary for Seller to fabricate and ship the order including, but not limited to, proofs or sketches for use in fabricating the Goods. Any delay in accepting or supplying such proofs or sketches shall extend the delivery date. After Buyer's acceptance of such proofs or sketches, any alterations thereof shall be at the expense of Buyer. If Buyer fails or refuses for any reason whatsoever to take delivery of Goods at the designated time of delivery, then Buyer shall be responsible for all reasonable storage fees resulting from such failure or refusal to accept timely delivery. Such storage fees shall be in addition to the price of the Goods. Unless otherwise agreed to in writing, any Goods held by Seller in storage for more than thirty (30) days after the agreed date of delivery may be sold, scrapped or destroyed by Seller without relieving Buyer of the obligation to pay for the Goods and storage.
4. **INSPECTION:** Buyer shall inspect the Goods at the place of delivery where risk of loss passes according to Paragraph No. 3 above, within fifteen (15) days after the Goods' arrival. However, Buyer must accept any tender of the Goods by Seller substantially in conformity with the terms hereof, subject to Buyer's remedies set forth in paragraph 8 below. Buyer will be deemed to have accepted tender of the Goods if Buyer fails to provide Seller with written notice of rejection within twenty-five (25) days after the Goods' arrival which notice shall describe the rejected Goods and the defects upon which Buyer's rejection is based.
5. **PAYMENT:** Unless terms to the contrary are set forth on the Reverse Side, payment terms are 1% tenet 30 days from the date of shipment. All payments shall be made in United States currency. Whenever reasonable grounds for insecurity arise with respect to due performance by Buyer, Seller may demand terms of payment different from those specified herein, and may demand assurance of Buyer's due performance. Seller may, upon making such demand, suspend production, shipment and/or deliveries. If within the period stated in such demand, Buyer fails or refuses to agree to such terms of payment and/or fails or refuses to give adequate assurance of due performance, Seller may at its sole discretion: (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the transaction not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable, or (b) make shipments under reservation of a security interest and demand payment against tender of documents of title. If Buyer defaults on its obligations herein pursuant to paragraph No. 7, or if Seller retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including reasonable attorney's fees, shall be payable by Buyer.
6. **WARRANTIES:** Seller warrants that all goods described on the Reverse Side which are manufactured by Seller will conform to the description on the Reverse Side, subject to variations in paper, paperboard, plastics and color within industry standards and shall be equal in quality to similar Goods manufactured by Seller. Such Goods will be free from defects in material and workmanship and Seller shall convey good title thereto. SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT SUCH AS ARE EXPRESSLY SET FORTH HEREIN. THUS, SELLER SPECIFICALLY EXCLUDES FROM THIS TRANSACTION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY WITH RESPECT TO GOODS DESCRIBED ON THE REVERSE SIDE WHICH ARE NOT MANUFACTURED BY SELLER.
7. **DEFAULT:** Buyer shall be deemed to be in default if (a) Buyer breaches any of its obligations hereunder, or (b) a petition in bankruptcy is filed against or on behalf of Buyer, or (c) Buyer is unable to pay its debts as they become due, or (d) an assignment for the benefit of creditors is made against Buyer.
8. **REMEDIES AND DISCLAIMERS:** All claims for shortages or alleged defects in quality shall be deemed waived unless made in writing promptly after delivery of goods. In no event shall any such claim entitle Buyer to relief if made after Goods have been used, processed or transferred by Buyer. Defective Goods shall be held by Buyer for Seller's inspection. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONTINGENT DAMAGES FOR ANY BREACH OF WARRANTY OR OTHER BREACH OF SELLER'S OBLIGATIONS HEREUNDER OR SELLER'S NEGLIGENT CONDUCT IN PERFORMING ITS OBLIGATIONS HEREUNDER. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDIES ARE HEREBY LIMITED TO SELLER'S CHOICE OF ONE (1) OF THE FOLLOWING REMEDIES: (a) THE REPAIR OF DEFECTIVE GOODS; OR (b) THE REPLACEMENT THEREOF WITH CONFORMING GOODS IN ACCORDANCE WITH THE MODE OF DELIVERY SET FORTH HEREIN; OR (c) THE REPAYMENT OF THE PURCHASE PRICE; OR (d) THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF SUCH DEFECTS. BUYER SHALL BE ENTITLED TO NO OTHER REMEDIES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEPT AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY EXCEED THE SALES PRICE OF THAT PORTION OF THE GOODS WHICH ARE DEEMED TO BE DEFECTIVE. Said remedy will be granted only upon return of defective Goods, which Goods shall not be returned until Seller has consented thereto and has delivered to Buyer written shipping instructions. Seller shall be given reasonable opportunity to investigate all claims and to inspect allegedly defective Goods. Under no circumstances shall Buyer be permitted to set off or credit any amounts due and owing to Seller unless Seller has agreed to such in writing.
9. **FORCE MAJEURE DELAYS:** Seller's obligations hereunder shall be excused during the period when any of the following conditions exist: (a) strikes, work stoppages, or other labor troubles or difficulties of any kind of the Seller or its suppliers; (b) fires, floods, inclement weather, or other acts of God; (c) riots, war, sabotage or other disturbances of the peace; (d) breakdowns, destruction, or failure of any kind of Seller's equipment or facilities necessary for performance hereunder arising from any cause whatsoever or accidents at Seller's plants; (e) transportation delays, reductions, shortages, curtailment or cessation of supplies, materials, equipment, facilities, power, labor, transportation or other factors of production; (f) governmental legislation, regulations, rules or orders, or Seller's voluntary or involuntary participation in any plan of general public interest, either of which adversely affect manufacture or delivery hereunder; (g) delays of suppliers; or (h) any other cause beyond the reasonable control of Seller, whether or not similar to the causes or occurrences enumerated above. In no event shall Seller, in the event of delays, be liable to Buyer or any third parties for any incidental, consequential, special, direct, indirect, punitive, contingent or reliance damages. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances. Further, Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly among its customers (including Seller's own fabricating operations, and divisions and affiliates of Seller) in such manner as Seller may consider equitable, the Goods then available for delivery.
10. **PIECE SHIPPING TOLERANCES:** Unless the parties otherwise agree in writing, Seller shall be entitled to a plus or minus tolerance of ten percent (10%) based on the weight or number of pieces or other unit of measurement of Goods requested by Buyer under each transaction. Said tolerance shall not cause Seller to be considered in default or breach of this Agreement.
11. **TECHNICAL INFORMATION:** Unless otherwise agreed to by the parties in writing, all (a) drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by Seller; and (b) inventions made by Seller, including inventions based on information supplied by Buyer, pursuant to a purchase of Goods, shall be the sole and exclusive property of Seller.
12. **CANCELLATION:** Buyer may not cancel this contract for the purchase of Goods hereunder without prior written notice to, and the consent of, Seller. In addition, Buyer shall, upon Seller's acceptance of any cancellation, pay Seller for all completed work for Buyer's order, all other costs incurred up to the date of cancellation, all lost profits due to the cancellation, and all other reasonable cancellation charges.
13. **INSTALLMENT DELIVERIES:** Seller shall be entitled to make delivery in installments unless otherwise stated on the Reverse Side. Seller may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept delivery of remaining installments.
14. **INDEMNIFICATION:** To the fullest extent permitted by law, Buyer shall release, hold harmless, indemnify and defend Seller, its officers, agents, employees, affiliates, joint ventures, insurers, successors and assigns, from and against any loss, liability, claims, suits, judgments, decrees, costs and damages ("Damages") resulting in personal injury or death, Damages to any real or personal property, Damages relating to loss of use or loss of profit and Damages relating to infringement of any United States Patent due to Buyer's use of the Goods, caused by, arising out of, or relating to Buyer's purchase, sale, use, possession, or ownership of the Goods or relating to Buyer's acts or omissions with respect to such Goods. The sale of the Goods shall not grant to Buyer any right or license of any kind under any patent owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell such Goods. In addition, Seller shall release, hold harmless, indemnify and defend Buyer, its officers, directors, employees, affiliates, successors and assigns from and against any Damages resulting from infringement of any United States Patents due to the design of Seller's Goods.
15. **MISCELLANEOUS:** (A) This contract may be performed and/or assigned, and all rights hereunder against Buyer may be enforced, wholly or in part, by Seller or by any one or more of present or future subsidiaries, affiliates, joint ventures, transferees or assignees of Seller. (B) The waiver by Seller of any terms, conditions, or provisions hereof shall not be construed to be a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach by Buyer of the same term, condition or provision. (C) Neither this contract nor Buyer's substantive obligations hereunder may be assigned by Buyer except with the prior written approval of Seller. (D) The entire understanding and agreement of the parties with respect to the transaction(s) contemplated herein is contained in these Seller's Terms and Conditions and on the Reverse Side, and any prior understandings, agreements and representations, oral or written, shall be deemed superseded and merged herein. (E) The transaction(s) hereunder, including the validity hereof, the rights and obligations of the parties hereunder, and the validity and enforceability of this provision, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. Any disputes arising out of the transaction(s) contemplated herein shall be submitted to a state court of competent jurisdiction located in Massachusetts. Buyer specifically waives all defenses of forum non conveniens and submits to the jurisdiction of said court(s). The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this contract. (F) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Seller on a Proposal, Order Acknowledgment or invoice issued to Buyer shall be subject to correction. (G) The remedies and rights reserved to Seller herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity.

Revised May 18, 2006