

General Terms and Conditions

- 1. Upon the acceptance of an order, these general terms and conditions become a contract (the "<u>Contract</u>") between the purchaser shown on the invoice (the "<u>Purchaser</u>") and Laurel SPR Investments, Inc., d/b/a Griffith Bag Company (the "<u>Seller</u>").
- 2. Payment for the merchandise ordered ("Merchandise") is due in accordance with the terms shown in the "Terms" box of the invoice for the merchandise. If no terms are otherwise shown, payment is due 30 days after the merchandise is shipped, for shipped merchandise, or picked up, for merchandise that the Purchaser picks up. Amounts unpaid after 30 days shall bear interest at a rate of 1.5% per month, with a 50-cent minimum charge per month.
- 3. THE SELLER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE MERCHANDISE, BOTH STATUTORY AND COMMON-LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTIBILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 4. If Purchaser breaches this contract, Purchaser shall pay all costs associated with collection of the amounts due under this contract and contract damages, including reasonable attorneys' fees incurred. Seller retains a lien on all Merchandise delivered under this contract to secure all amounts due under this contract.
- 5. The laws of Virginia (but not Virginia's choice of law rules) govern this Contract. Any lawsuit for breach of this Contract, or to determine what this Contract means or whether it is valid, may be brought only in state or federal courts located in Harrisonburg, Virginia, and not anywhere else. Seller and Purchaser agree that those courts will have jurisdiction over them and waive any right to have the case heard in another court.
 - 6. Seller is not responsible for delays in shipment.
- 7. Seller shall not be liable for special, consequential, incidental, or punitive damages, including without limitation any claim for lost profits.
- 8. This writing, together with the invoice for the Merchandise, contains all the terms of our Contract. No oral statements or representations are part of this contract. No changes or amendments to this contract are effective unless they are in writing and signed by both Purchaser and Seller. Unless Seller otherwise expressly authorizes in writing, Seller will not sell Merchandise other than under the terms of this Contract. If you do not agree to the terms of this Contract, do not accept delivery of Merchandise. Your acceptance of the Merchandise constitutes your agreement to this Contract, notwithstanding anything in any purchase order or other instrument to the contrary.