

PAK SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS OF SALE

The following PAK Solutions, LLC Standard Terms and Conditions of Sale (the “Terms” or the “Agreement”) shall apply to the sale by PAK Solutions, LLC, a New Hampshire limited liability company (“PAK Solutions”) and purchase by each purchaser (each a “Buyer”) of all goods and services sold or provided by PAK Solutions (each a “Product”, and collectively, the “Products”). Each of PAK Solutions and Buyer is referred to herein as a “Party”, and collectively, the “Parties”.

1. PURCHASE OF PRODUCTS

1.1. Generally. Except as otherwise agreed to in a writing signed by PAK Solutions as specifically superseding these Terms, the terms and conditions hereof shall prevail over any terms or conditions contained in any other documentation (including terms or conditions contained in the Buyer’s websites) and expressly exclude any of Buyer’s general terms and conditions contained in any purchase order or other document issued by Buyer. The terms and conditions contained in any other documentation of Buyer, including any purchase order (not agreed to in a writing signed by PAK Solutions as specifically superseding these Terms) which conflict or are inconsistent with any of these Terms, are hereby rejected by PAK Solutions.

1.2. Price. Except as otherwise provided in this Agreement or in respect of items subject to any special prices agreed upon in writing from time to time by the Parties, the prices for the Products sold to Buyer shall be PAK Solutions’ then-current, published price list for items (the “Price List”) upon PAK Solutions’ acceptance of an Order (as hereinafter defined). PAK Solutions may change its published Price List prices at any time. All prices are exclusive of all sales, use and excise taxes, and any other taxes, duties, and charges of any kind imposed by any governmental authority, each of which shall be paid solely by Buyer. PAK Solutions may, in its sole discretion, remove Products from or add Products to the Price List and may effect changes to any Products, in each case, without liability or obligation of any kind, including any obligation to modify or exchange any Products previously delivered or to supply new Products meeting earlier specifications.

1.3. Ordering. By communicating to PAK Solutions in any medium an order for Products, Buyer makes an offer to purchase such Products pursuant to this Agreement. PAK Solutions has no obligation to accept any order. However, PAK Solutions may accept an order (whether submitted by Buyer or via acceptance of a bid or quote) by confirming the order in writing or by delivering the applicable Products to Buyer, whichever occurs first (each accepted order, an “Order”). PAK Solutions may cancel an Order, which it may do without liability or penalty, and without constituting a waiver of any of PAK Solutions’ rights or remedies under this Agreement. Upon acceptance of an Order, Buyer shall be obligated to purchase from PAK Solutions, the quantities of Products specified in such Order. Cancellation or modification of all or part of any Order is subject to PAK Solutions’ prior written consent in each instance. If cancellation or modification is allowed at Buyer’s request, Buyer agrees to pay to PAK Solutions all expenses incurred and damage sustained by PAK Solutions as a result of the cancellation or modification.

1.4. Shipment, Delivery and Risk of Loss. Unless expressly agreed to by the Parties in writing, all Products are sold “Ex Works (EXW)” at PAK Solutions’ facility pursuant to Incoterms 2010 rules created and published by the International Chamber of Commerce, as amended through the date of the Order (the “Incoterms”). The Parties’ respective rights and obligations regarding Products sold,

including obligations in respect of transport, payment for shipment, risk of loss and passage of title, shall be governed by the Incoterms as applicable to Ex Works (EXW) at PAK Solutions' facility. Each shipment constitutes a separate sale, and Buyer shall pay for the goods shipped, whether the shipment is in whole or partial fulfillment of an Order. PAK Solutions shall use commercially reasonable efforts to have Products ready for shipment on a timely basis, however, any time quoted for delivery is an estimate only, and PAK Solutions shall not be liable for any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under this Agreement, including without limitation, accepting delivery of any remaining installments or other orders of Products.

1.5. Inspection and Nonconforming Products. Buyer shall inspect Products purchased within three (3) Business Days (as defined in Section 9.15 hereof) following delivery thereof (the "Inspection Period") and either accept, or, only if any such Products are Nonconforming Products (as defined herein), reject such Products. "Nonconforming Products" means Products received by Buyer from PAK Solutions pursuant to an Order that: (i) do not conform to the Products listed in the applicable Order; (ii) do not conform to the Specifications (as defined in Section 2.1 hereof) in material respects; or (iii) exceed (and then only to the extent the goods exceed) the quantity of Products ordered by Buyer pursuant to an Order. Provided, however, that Products shall not constitute "Nonconforming Products" (and Buyer will pay for the quantity delivered and may not reasonably reject any delivery of Products on the grounds of variation of quantity) where: (x) the variation in the quantity of Products delivered does not exceed +/-10% of the quantity ordered; or (y) the pack size of products delivered varies from the ordered size(s) (and Seller reserves the right to substitute alternate pack size(s), which may contribute to a variation from the specified quantity allowed pursuant to the preceding clause "(x)" of this Section 1.5). PAK Solutions' receipt from the carrier shall be conclusive evidence of delivery and the quantities of Products delivered. Where the context allows, Nonconforming Products are deemed to be Products for purposes of this Agreement.

1.6. Return Procedure of Nonconforming Products. If Buyer discovers any Nonconforming Products, Buyer must request an authorization from PAK Solutions to return the Nonconforming Products (the "Return Material Authorization"). In order for Buyer to receive a Return Material Authorization, Buyer must provide PAK Solutions with the following information prior to expiration of the Inspection Period: (a) PAK Solutions' product identification numbers, if any, and a description of the Products, (b) the Order number, (c) the quantity of each of the Products to be returned, and (d) a detailed description of all defects and nonconformities. All defects and nonconformities that are not so specified will be deemed waived by Buyer, and such Products shall be deemed to have been accepted by Buyer. Following Buyer's receipt of the Return Material Authorization from PAK Solutions, Buyer shall return the Products to PAK Solutions within the time period identified by PAK Solutions and otherwise as specified in the applicable Return Material Authorization. If Buyer timely requests a Return Material Authorization, and returns the Nonconforming Products to PAK Solutions in accordance with the Return Material Authorization, PAK Solutions shall determine, in its reasonable discretion, whether the Products are Nonconforming Products. If following receipt of the Products in accordance with a Return Material Authorization, PAK Solutions determines that such Products are Nonconforming Products, PAK Solutions, in its sole discretion, shall either: (i) replace such Nonconforming Products with conforming Products; or (ii) refund to Buyer the amount paid by Buyer to PAK Solutions for such Nonconforming Products returned by Buyer to PAK Solutions. If PAK Solutions exercises its option to replace Nonconforming Products, PAK Solutions shall ship the replacement Products to the Buyer's originally specified delivery location, at PAK Solutions' expense and risk of loss. THE REMEDIES SET FORTH IN THIS SECTION 1.6 ARE BUYER'S EXCLUSIVE

REMEDIES FOR THE PURCHASE OF NONCONFORMING GOODS.

1.7. Returns. Other than as set forth in Section 1.6 hereof, Buyer shall have no right to return purchased Products. PAK Solutions may, in its sole and absolute discretion, allow return of Products as specified in writing to Buyer; however, goods fabricated to Buyer's specifications may never be returned. In those cases where PAK Solutions has authorized a return in writing, Products in clean, resalable condition and not stale dated, if applicable, may be returned. PAK Solutions has the sole right and discretion to determine whether or not any of the Products is in resalable condition. When so authorized, credit will be issued on the basis of the price invoiced to and actually paid by the Buyer less a 20% handling charge. Buyer will be responsible for the transportation costs of the return of the Products to PAK Solutions unless otherwise expressly agreed in writing by PAK Solutions.

1.8. Payment. Unless otherwise agreed in writing by the Parties, the Buyer shall pay to PAK Solutions all invoiced amounts within thirty (30) days from the date of such invoice. Buyer shall make all payments in US dollars by check or wire transfer. In some cases, PAK Solutions may accept payment via credit card or other payment card in its sole and absolute discretion, subject, in such instances, to Buyer's payment of an additional charge of three percent (3%) of such amount. Buyer shall pay interest on all amounts not paid when due hereunder calculated daily and compounded monthly, at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law. Buyer also shall pay PAK Solutions on demand for all costs incurred by PAK Solutions to collect any amounts due hereunder or enforce its rights hereunder, including reasonable attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at law (which PAK Solutions does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any amounts when due under this Agreement or is otherwise in violation hereof, PAK Solutions may suspend the delivery of Products. Buyer shall not have, and acknowledges that it does not have, any right, under this Agreement, any Order, or any other agreement, or under law, to, and shall not, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to PAK Solutions.

1.9. Assurance of Performance; Right of Offset/Setoff. If PAK Solutions reasonably believes that Buyer is or may become unable to perform its duties, obligations or responsibilities hereunder, PAK Solutions may require that Buyer provide PAK Solutions with security for, or other assurance of performance, in either case acceptable to PAK Solutions. In the event that Buyer fails to do so or fails to make payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the Parties, such failure shall constitute a material breach of contract by Buyer permitting PAK Solutions to suspend scheduling, production, shipment or delivery of Products. PAK Solutions shall have the right to set off against any monies due PAK Solutions hereunder any obligations of PAK Solutions or its affiliates to Buyer.

1.10. Security Interest. To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to PAK Solutions under this Agreement, Buyer hereby grants PAK Solutions a first-priority security interest in all Products purchased under this Agreement (including Nonconforming Products), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer acknowledges that the security interest granted under this Section 1.10 is a purchase-money security interest under applicable state law. Buyer hereby authorizes PAK Solutions to execute and/or file financing statements and other documentation necessary or appropriate in all

applicable offices and jurisdictions as determined by PAK Solutions to perfect said security interest. Without limiting the foregoing, upon request by PAK Solutions, Buyer agrees to execute any financing statements or other documentation reasonably requested by PAK Solutions to perfect PAK Solutions' security interest in the products. PAK Solutions is entitled to all applicable rights and remedies of a secured party under applicable law.

1.11. Address Concerning Disputed Amounts. ALL COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING ANY INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT EXCLUSIVELY TO "OFFICE OF THE PRESIDENT, PAK SOLUTIONS, LLC, 16 PAGE HILL ROAD, LANCASTER, NEW HAMPSHIRE 03584."

2. WARRANTY PROVISIONS

2.1. Manufacturer's Limited Warranties. Subject to the terms and conditions hereof, PAK Solutions provides the following warranties with respect to Products which it manufactures: (i) the Products shall conform to the specifications published in writing by PAK Solutions, covering such Products (the "Specifications") in effect at the time of manufacture (the "Manufacturer Limited Warranties"); (ii) PAK Solutions will convey to Buyer good title to the purchased Products free of liens except as stated herein; and (iii) the Products designed and manufactured to PAK Solutions' own sole specifications will not infringe any trade secret or any rights of any third parties under the laws of the United States respecting patents, copyrights or trademarks ("PAK Solutions' Non-Infringement Warranties"). The Manufacturer Limited Warranties do not apply to any Products identified by PAK Solutions as obsolete or substandard, or which are sold as samples or test samples, each of which Products are sold "AS IS, WHERE IS." The Manufacturer Limited Warranties do not apply to any Products (a) which have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by PAK Solutions; (b) which have been reformulated or altered by anyone other than PAK Solutions; (c) where there has occurred a failure on the part of any person other than PAK Solutions to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by PAK Solutions or pursuant to industry standards; or to Third Party Products (as defined herein).

2.2. Third Party Products. Products manufactured by a third party ("Third Party Products") may constitute, contain, be contained in, be incorporated into, be attached to or packaged together with, the Products purchased by Buyer. Third Party Products are not covered by any of the Limited Warranties in Section 2.1 hereof. PAK Solutions will convey to Buyer good title to the purchased Third Party Products free of liens except as stated herein. PAK SOLUTIONS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

2.3. Buyer's Exclusive Remedy for Breach of Manufacturer Limited Warranties. Notwithstanding any other provision of this Agreement, this Section 2.3 contains Buyer's exclusive remedy for a breach of any of the Manufacturer Limited Warranties and/or the Third Party Products warranty contained in Section 2.2 hereof (collectively, the "Limited Warranties"). With respect to any Products alleged to be

in breach of any of the Limited Warranties, Buyer shall notify PAK Solutions, in writing, of any alleged claim or defect within thirty (30) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable warranty period, if any). In the event PAK Solutions shall reasonably determine that the Products do not conform to the Limited Warranties and subject to Buyer's performance of its obligations as provided in this Section 2.3, PAK Solutions shall either: (i) replace such Products with Products conforming to the applicable Limited Warranties; or (ii) refund to Buyer the amount paid by Buyer to PAK Solutions for such Products. If PAK Solutions exercises its option to replace Products, PAK Solutions shall ship the replacement Products to the Buyer's originally specified delivery location, at PAK Solutions' expense and risk of loss. THE REMEDY SET FORTH IN THIS SECTION 2.3 IS BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH BY PAK SOLUTIONS OF ANY OF THE LIMITED WARRANTIES.

2.4. Buyer's Exclusive Remedy for Breach of PAK Solutions' Non-Infringement Warranties. In the event of any breach of any of PAK Solutions' Non-Infringement Warranties, PAK Solutions shall, at its option, be allowed sole and exclusive control over the defense, settlement and compromise of any claims of infringement. PAK Solutions must be notified in writing by Buyer within ten (10) days of any third party claim which, if upheld, might result in a breach of any of PAK Solutions' Non-Infringement Warranties. If the sale of the Products is threatened by a claim of infringement, or is likely to be enjoined or liability for infringement is found, PAK Solutions may, in its discretion and at its sole option: (i) procure for Buyer the right to purchase the Products; or (ii) modify the Products so as to make them non-infringing; or (iii) substitute non-infringing products; or (iv) refund the price paid by Buyer for the Products in its possession subject to their return by Buyer and terminate this Agreement with respect to the allegedly infringing products. THE REMEDY SET FORTH IN THIS SECTION 2.3 STATES THE ENTIRE LIABILITY OF PAK SOLUTIONS WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

2.5. DISCLAIMER OF OTHER WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 2.1 AND SECTION 2.2 HEREOF NEITHER PAK SOLUTIONS NOR ANY PERSON ON PAK SOLUTIONS' BEHALF HAS MADE OR, BY ENTERING THIS AGREEMENT, MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY PAK SOLUTIONS OR ANY OTHER PERSON ON PAK SOLUTIONS' BEHALF.

2.6. Buyer's Non-Infringement. Buyer represents and warrants to PAK Solutions that no part of the contents of any specifications or other materials provided by Buyer to PAK Solutions infringes upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party. Buyer shall, at Buyer's sole cost and expense, release, defend indemnify and hold harmless PAK Solutions, and its affiliates, and their respective members, managers, directors, officers, agents, employees, and shareholders, from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to a claim that any specifications or other materials provided by Buyer, or any part

thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party. The provisions contained in this Section 2.6 shall survive the termination of this Agreement.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL PAK SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PAK SOLUTIONS PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE CLAIM.

4. EXCLUSION OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL PAK SOLUTIONS OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, INCLUDING ANY LIMITED WARRANTIES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PAK SOLUTIONS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

5. ASSUMPTION OF THE RISK

BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED FROM THE USE OF ANY PRODUCTS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE RELATED TO THE USE OF SUCH PRODUCTS.

6. LIMITATION OF ACTIONS

ANY ACTION BY BUYER AGAINST SELLER FOR BREACH OF THIS AGREEMENT OR BREACH OF WARRANTY OR FOR ANY OTHER CLAIM, WHETHER IN TORT OR CONTRACT, MUST BE COMMENCED WITHIN ONE YEAR OF THE DELIVERY OF THE PRODUCTS SOLD.

7. DISPUTE RESOLUTION

7.1. Mediation. In the event of any dispute or controversy between the Parties, including a dispute or controversy under the terms and conditions of this Agreement or concerning applicable law and facts, the Parties shall try to resolve the dispute in a fair and reasonable way. If the Parties are unable to resolve such dispute or controversy within fourteen (14) days after the complaining Party's written notice (a "Dispute Notice") to the other Party of such dispute or controversy, the Parties shall first seek to resolve the dispute or controversy pursuant to non-binding mediation conducted in Lancaster, New Hampshire. The Parties shall cooperate to select a mutually acceptable mediator within fourteen (14) days of a demand for mediation. If the Parties are unable to agree, they shall submit a request to the New Hampshire Superior Court for Coos County, New Hampshire for appointment of a mediator with

business experience. The Parties shall equally pay the fees and costs for the mediator. Each Party shall bear his own expenses in connection with the mediation.

7.2. Arbitration. In the event mediation as provided in Section 7.1 is not successful in resolving the dispute, the complaining party shall within thirty (30) days following the commencement of mediation as provided therein, provide a written demand for arbitration to the other Party. The Parties shall cooperate to select a mutually acceptable arbitrator within fourteen (14) days of a demand for arbitration. If the Parties are unable to agree, they shall submit a request to the New Hampshire Superior Court for Coos County, New Hampshire for appointment of an arbitrator with business experience. The arbitration shall follow the procedure established for arbitration by Superior Court Rules. The hearing shall be held at Lancaster, New Hampshire. After the hearing, the arbitrator shall decide the controversy and render a written decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. Each Party shall bear his own expenses in connection with the arbitration pursuant to this Section 7.2. Payment of the expenses of arbitration, including the fee of the arbitrator, shall be borne by the Party that does not prevail in the arbitration process, or if both Parties prevail in part, the arbitrator shall determine the Parties' contribution allocation.

8. INDEMNIFICATION

Buyer agrees to indemnify and hold PAK Solutions and its officers, directors, employees and agents harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or incurred in connection with: (i) Buyer's breach of this Agreement or any negligent, grossly negligent, willful or unlawful acts or omissions of Buyer, its employees, officers, agents, subcontractors, dealers or representatives; and (ii) any amounts incurred by an indemnified party, including costs and reasonable attorney's fees, in enforcing this indemnification. The provisions contained in this Section 8 shall survive the termination of this Agreement.

9. MISCELLANEOUS

9.1. Remedies Cumulative. No right or remedy herein conferred upon or reserved to Seller is intended to be exclusive of any other right or remedy herein or by law, provided that each will be cumulative and in addition to every other right or remedy given herein or now, or hereafter, existing at law or in equity.

9.2. Compliance with Laws. Buyer shall comply with all applicable federal, state, and local laws, rules and regulations in effect from time to time relating to the use, handling, transportation, installation, and disposal of the Products.

9.3. Caption Headings. The captions of this Agreement are for convenience and reference and in no way define, describe, extend or limit the scope or intent of this Agreement or any provision thereof.

9.4. Construction of Ambiguity. In the event of any ambiguity in any of the terms or conditions of this Agreement, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

9.5. Time of the Essence. Time is of the essence with respect to this Agreement and in regard to

each of the dates stated for matters to be performed pursuant hereto.

9.6. Governing Law; Forum Selection. This Agreement shall be exclusively interpreted and construed in accordance with the laws of the State of New Hampshire, without regard to the conflicts of laws principles thereof. The Parties also agree that the United Nations Convention on Contracts for the International Sale of Goods, i.e., "CISG", shall not apply to this Agreement or any other agreement, contract or understanding between the Parties. The Parties expressly agree that any dispute, claim or cause of action arising under, relating to, or concerning the subject matter of this Agreement shall be subject to the exclusive jurisdiction and venue of a court of competent jurisdiction, whether federal or state, located in New Hampshire, and each Party expressly waives any objection it may otherwise have to the exclusive jurisdiction of such court(s) including, without limitation, any objection to personal jurisdiction.

9.7. No Third Party Beneficiaries. This Agreement shall not be construed, deemed or interpreted, to confer on any person or business that is not a party hereto or any rights or remedies hereunder except as expressly provided herein.

9.8. Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of a Party hereunder at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

9.9. Force Majeure. All matters herein notwithstanding, any delay or failure in the performance by Seller of its duties, obligations or responsibilities under this Agreement shall not be a breach of this Agreement and Seller shall not be liable to Buyer for any such delay or failure if such failure or delay arises out of, is caused by or results from acts beyond Seller' reasonable control, including without limitation, acts of God, acts of any government body or unit, acts of materialmen or subcontractors, accidents, breakdowns, compliance with or other actions taken to carry out the intent and purpose of any applicable laws or regulations, drought, explosion, fires, floods, frost, interruption of utility services, labor disputes, mechanical breakdown, sabotage, shortages and/or delays in obtaining suitable equipment, facilities, labor, material, parts and/or transportation, temporary or permanent plant shutdown, terrorism, transportation strikes, vandalism, epidemic, pandemic or any similar or dissimilar cause beyond Seller's reasonable control. Also, and if due to a such force majeure or excusable performance event, Seller is unable to produce sufficient goods and/or products to meet all demands from all of its buyers, including, without limitation, Buyer, Seller shall have the right to allocate production among its buyers in any manner that Seller may determine.

9.10. No Assignment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, this Agreement and the interest of the Buyer under this Agreement may not be assigned or transferred without the prior written consent of PAK Solutions. Any purported transfer or assignment of any kind without PAK Solutions' consent shall be null and void. PAK Solutions reserves the right, exercisable in its sole and absolute discretion, to source production of the Products from facilities other than its own.

9.11. Amendments, Waivers. This Agreement may not be amended except in writing, signed by duly authorized representatives of both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of those provisions or of the right of

that Party thereafter to enforce those provisions. No waiver of any provision hereof shall be effective unless in writing, signed by the Party against whom such waiver is sought to be enforced. No waiver shall be a continuing waiver.

9.12. Severability. Should one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be reformed to eliminate such invalid, illegal or unenforceable provision in a manner which most closely approximates the intent of the Parties with respect thereto.

9.13. Survival. The obligation of the Parties under this Agreement which by their nature would continue beyond the expiration or termination of this Agreement (including, by way of illustration only, those relative to intellectual property rights, liability, confidential information, choice of law, indemnification, limitation of liability, exclusion of consequential damages, limitation of remedies and dispute resolution) shall survive termination of this Agreement.

9.14. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters contained herein, and supersedes all prior agreements, representations or understandings pertaining to any such matter. Except as provided herein, this Agreement only may be amended or modified by an agreement in writing signed by duly authorized representatives of each of the Parties. Notwithstanding the foregoing, Seller reserves the right to amend, modify or restate these Terms, and if Seller so elects, Seller shall provide to Buyer such amended, modified, or restated Terms or post such amended, modified, or restated Terms on PAK Solutions' website. Thereafter, Buyer's subsequent purchases of Products shall operate as Buyer's acceptance in their entirety of any such amended, modified, or restated Terms. In the event of a conflict between the terms and conditions contained herein and any invoice, order, proposals, purchase order, quotes, release, requests for quotes or other document expressly made a part of this Agreement and signed by all of the Parties, the conditions, provisions and terms of the signed document shall prevail. Buyer's placement of an order or release for, or taking delivery of, any Products shall constitute acceptance of the Seller's offer under the terms and conditions contained herein and Seller hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's order, proposal, purchase order, release, requests for quotes, shipping release form, related correspondence or any other documents including emails. All proposals, quotes, request for quotes, purchase orders, negotiations, representations and other communications, if any, made prior and with reference hereto are merged herein.

9.15. Other. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." "Business Day" means each day other than a day falling upon a Saturday, Sunday, or a New Hampshire legal holiday. Unless the context requires otherwise or as otherwise expressly provided in this Agreement: (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (ii) any reference herein to any person shall be construed to include such person's successors and assigns; (iii) the words "herein," "hereof" and "hereunder," and words of

similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; and (iv) all references herein to Sections, and Exhibits shall be construed to refer to Sections of, and Exhibits to, this Agreement (unless expressly referring to another agreement).