

Terms & Conditions - Service

1. DEFINITIONS:

- a. EPL — Evergreen Packaging LLC
- b. Technician — EPL service technician or factory employees.
- c. Customer — The company named on the invoice (original purchaser of service).

2. TERMS OF PAYMENT: EPL shall render an invoice at the end of each job, or at the end of each week on a continuing job, unless otherwise specified in advance by a purchase order or a written service agreement. Payments should be made at the direction and to the location specified by EPL. Terms of payment shall be in accordance with EPL's invoice and shall be subject to change by EPL in the same manner as changes in price. Unless otherwise specifically set forth, a one and one half percent per month service charge, (18 percent per annum) or the highest permissible rate under applicable law, whichever is less, shall be assessed on late payments.

3. HOURLY RATES: Hourly base rates for Technicians are those currently published. Published rates are available from a Technician, or upon application to Evergreen Packaging LLC, Cedar Rapids, Iowa.

4. EXPENSES: Expenses paid by a Technician associated with travel and living are chargeable on the following basis:

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| <u>Transportation:</u> | |
| By Rental Car | Car Rate |
| By Company Vehicle | Mileage Rate |
| By Public Transportation | Actual Cost |
| <u>Overnight Lodging Away From Home:</u> | |
| Actual Cost | |
| <u>Sustenance Allowance:</u> | |
| Per Diem Rate | |

5. MATERIAL: Parts, supplies, and materials purchased by a Technician and used on the job will be charged at actual cost.

6. MINIMUM CHARGE: A minimum of four hours in-plant time, plus travel time and expenses at applicable rates, will be chargeable for any one service trip.

7. ADDITIONAL CHARGE: The amount of any duty, tax (including value added tax or sales tax), or other charge imposed by or by the authority of any governmental authority with respect to the manufacture, sale, transportation, delivery, and/or use of the goods or related to the service shall be in addition to the invoice price and shall be Customer's responsibility.

8. WARRANTY: EPL WARRANTS THE WORKMANSHIP OF THE SERVICE PERFORMED. EPL'S LIABILITY SHALL BE LIMITED TO CORRECTING DEFECTS IN THE WORKMANSHIP, PROVIDED A CLAIM IS MADE WITHIN 30 DAYS FROM THE DATE OF THE INVOICE, AND EPL CONFIRMS THE DEFECT FOLLOWING A REVIEW OF THE SERVICE WORK INVOLVED. EPL MAKES NO OTHER WARRANTIES COVERING SERVICE WORK EITHER EXPRESSED OR IMPLIED, THIS WARRANTY BEING IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART, CONTRACTUAL OR OTHERWISE, EITHER TO ITS CUSTOMER OR TO ANY OTHER PERSON. EPL ASSUMES NO LIABILITY FOR WORK TO BE PERFORMED OR ITEMS TO BE FURNISHED AND INSTALLED BY OTHERS ENGAGED BY THE CUSTOMER. NO AGENT IS AUTHORIZED TO ASSUME, FOR EPL, ANY LIABILITY EXCEPT AS SET FORTH HEREIN. IN NO EVENT SHALL EPL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, NOR SHALL EPL BE LIABLE FOR ANY LOSS OF PROFIT, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF PRODUCT OR MATERIALS, WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED PURSUANT TO THE WARRANTY ABOVE), WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. NOTICES, GOVERNING LAW: This transaction shall be governed by the laws of the State of Tennessee, without reference to choice of law rules or to the Convention on Contracts for the International Sale of Goods. All notices required by the invoice shall be sufficiently given if sent by U.S. mail addressed to the party at the place of business referred to on the front of the invoice.