

INTERNATIONAL CONTAINER CO. LLC

Terms and Conditions of Sale

1. **Applicability.** These Terms and Conditions of Sale (“Terms and Conditions”) are the exclusive terms and conditions that apply to the sale of products by International Container Co. LLC (“ICC”) to each customer (“Buyer”) unless ICC has entered into a separate written agreement with Buyer governing the purchase and sale of products that expressly supersedes these Terms and Conditions. These Terms and Conditions constitute the entire and only agreement between the parties hereto and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not expressly incorporated herein shall not be binding on either party. These Terms and Conditions are incorporated by reference into all quotations and offers made, and all purchase orders accepted, by ICC. Any terms and conditions contained in or referenced in Buyer’s purchase order or other procurement documents which are different from, inconsistent with, or in addition to those included in these Terms and Conditions are objected to and rejected. ICC expressly limits its acceptance of any purchase order submitted by Buyer to these Terms and Conditions. ICC shall not be obligated to accept any orders from Buyer.

2. **Price.** ICC’s prices are subject to change at any time without notice except to the extent set forth in a binding quotation submitted by ICC or in a purchase order or written agreement accepted by ICC. Prices are exclusive of any property, sales, use, excise, and value-added taxes, insurance, shipping, handling, special packaging instructions, fuel surcharges, charges and import and export duties, all of which shall be the responsibility of Buyer. Any taxes and duties, when applicable, shall be paid by Buyer unless Buyer supplies an acceptable exemption certificate. Buyer may not claim any discounts, allowances or rebates unless the availability thereof is confirmed in writing by ICC.

3. **Payment Terms.** Unless otherwise agreed by ICC in writing, payment terms are 30 days from date of invoice. All payments must be made in U.S. Dollars and shall be without setoff or deduction. All past due amounts are subject to a late charge of 1% per month. A fee in an amount equal to the maximum amount allowable under law shall be assessed with respect to all dishonored checks. Accrued collection costs, including, but not limited to, legal fees and expenses, shall also be payable by the Buyer as accrued.

4. **Grant of Security Interest.** Buyer hereby grants ICC a purchase money security interest in the products sold by ICC (the “Collateral”) until the purchase price for the Collateral is paid in full. Buyer agrees to do all acts necessary to protect ICC’s interest in the Collateral, including, but not limited to, adequately insuring against loss of, and/or damage to, the Collateral. Buyer authorizes ICC to file UCC financing statements to perfect its security interest. Buyer shall execute any UCC financing statement or other documents at ICC’s request to perfect and otherwise protect ICC’s security interest in the Collateral. Buyer represents and warrants to ICC that: (a) it has provided its full legal name to ICC and that the name and the jurisdiction in which the entity was formed are accurate and correct; (b) it will immediately notify ICC of any change in Buyer’s name and/or business address; (c) the Collateral will not be moved or relocated from the business address provided by

Buyer without ICC's prior written consent; and (d) it will defend the Collateral against the claims and demands of all other parties.

5. Buyer's Default. Upon any default by Buyer, ICC shall be entitled to exercise any or all remedies available to it under these Terms and Conditions and under applicable law, including, but not limited to: (a) suspending performance of the subject order or any other order for products by Buyer; (b) canceling pending orders and refusing to accept future orders; (c) acceleration of any amounts due by Buyer to ICC; (d) recovering damages, including, but not limited to, consequential and incidental damages; (e) entering upon any place or places where any Collateral may be located and taking possession on Buyer's premises or removing the Collateral or any part thereof to such other premises as ICC may desire; (f) exercising all remedies available to it under the Uniform Commercial Code; and (g) being entitled to indemnification from Buyer for any claims, damages, losses, liabilities, and costs and expenses (including reasonable attorneys' fees).

6. Delivery. Unless otherwise agreed in writing, products will be shipped FOB ICC's plant or warehouse by mode of transportation selected by ICC and using packaging selected by ICC. Risk of loss or damage passes to Buyer upon tender of the products to the carrier. Claims for products damaged or lost in transit after risk of loss or damage has transferred are to be made by Buyer directly with the carrier. Buyer shall remain responsible for payment in full notwithstanding any loss or damage to the products once risk of loss or damage has transferred. All shipping dates are approximate unless ICC has given Buyer a guaranteed shipping date in writing that is signed by an authorized representative of ICC. ICC shall not be liable for any delays in shipment or early shipment, however caused, it being understood that Buyer's sole remedy in the event of a delayed shipment is to cancel the order pursuant to Paragraph 9 below. ICC reserves the right to make deliveries in installments and to modify orders based on product availability.

7. Inspection. Buyer shall notify ICC in writing of any visible defects, quantity shortages or incorrect product shipments within 3 days of receipt of shipment. After such 3-day period, Buyer shall have no right to reject the products for any reason or to revoke acceptance, and will be deemed to have conclusively accepted the products, and Buyer's sole remedy will be under the warranty set forth in Paragraph 13 below.

8. Product Returns. No products may be returned unless authorized in writing by ICC prior to shipping and acceptance. All returned products must be returned in the same condition as shipped by ICC and include all original packaging and copy of invoice. Buyer is responsible for prepayment and all other related shipping and other costs associated with returning products unless previously agreed to in writing by ICC. Special order or non-stock items or other products as may be specified by ICC from time to time are not eligible for return. ICC has the right, in its discretion, to dispose of or return to Buyer (at Buyer's cost of freight and related charges) product returns made by Buyer that are not in full compliance with these Terms and Conditions.

9. Order Cancellation. Buyer may cancel an order in the event ICC fails to deliver the products within the guaranteed shipping date unless the failure is caused by one of the events specified in Paragraph 17 below. Cancellation of the order shall be Buyer's sole and exclusive remedy in the event ICC fails to make a shipment within the guaranteed

shipping date. Orders, once submitted, may not be cancelled for any other reason without ICC's written consent.

10. Change Orders. Buyer may reschedule shipment dates for any products ordered, provided that the Buyer notifies ICC of such change, in writing, at least ten (10) days prior to the originally scheduled shipment date. Any such rescheduled shipment date later than thirty (30) days after the originally scheduled shipment date may be deemed by ICC to be a cancellation by Buyer, and be subject to reasonable cancellation charges.

11. Product Design. ICC reserves the right to make changes to the designs and specifications of its products at any time without notice. Upon making any such changes, Buyer agrees that ICC shall be entitled to substitute such changed products for products previously sold by ICC. Any changes or recommendations made by Buyer with respect to the products shall be the sole property of ICC. ICC and its affiliates and licensees shall be entitled to use and incorporate any such changes or recommendations into the products and/or develop new products, and ICC shall have the right to seek intellectual property protection with respect to any such changes or recommendations and/or new products and commercialize the same without making payment, or providing other consideration, to Buyer. Buyer shall not disassemble or reverse engineer the products.

12. Intellectual Property. The sale of the products to Buyer shall not be construed as granting Buyer any license under any patent, trademark, copyright, or other intellectual property right of ICC or in or to the products. Buyer shall indemnify, defend and hold harmless ICC and its affiliates and their respective directors, managers, members, officers, agents, and employees from and against any and all sums, costs, liabilities, losses, claims, fines, penalties, and other expenses (including attorneys' fees) that any of the foregoing may incur, or be obligated to pay, as a result of Buyer's infringement or alleged infringement of any of ICC's intellectual property rights.

13. Limited Warranty; Disclaimer. ICC warrants that products (other than compactors and plastic carts, which are subject to their own express warranties and warranty terms incorporated herein by reference and located on ICC's website at the following address: www.internationalcontainerco.com) it manufactures will be free from defects in material and workmanship under conditions of normal use for one (1) year from the date the products are tendered to the carrier. In the event Buyer claims that the products are in breach of this warranty, Buyer shall promptly notify ICC in writing and provide a written explanation of how the products were stored, maintained, installed and/or operated. ICC's sole obligation with respect to products determined by it, in its sole discretion, to be in breach of this warranty shall be, at its option, to repair or replace the product or issue a credit for the purchase price. THE FORGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Any claim for breach of this warranty shall conclusively be deemed to be waived by Buyer unless written notice of the claimed defect is submitted to ICC within thirty (30) days after the date on which the defect is discovered. This warranty shall not apply to any product which has been subjected to any misuse, neglect, accidental damage or that contains defects, which are in any way attributed to improper storage,

installation or to alterations or repairs made by any party not authorized by ICC. This warranty does not apply to products which have been disassembled, modified, physically or otherwise damaged, or subjected to conditions exceeding the applicable specifications or rating. All freight and shipping charges incurred to repair or replace warranted products are the sole responsibility of Buyer, unless ICC agrees in writing to incur any such expenses as it deems proper. If, in ICC's judgment, a returned product is not defective, ICC may impose a service charge of 20% and/or a restocking fee up to 20% of the product purchase price.

14. Limitation of Liability. ICC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOOD WILL, ARISING OUT OF THE PURCHASE OF ANY PRODUCT FROM ICC. UNDER NO CIRCUMSTANCES SHALL ICC'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SALE OF PRODUCTS TO BUYER OR THESE TERMS AND CONDITIONS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON BREACH OF WARRANTY), EXCEED THE TOTAL AMOUNT PAID BY BUYER TO ICC FOR THE PRODUCTS.

15. Confidentiality. Buyer agrees that it will not disclose or make available to any third party any confidential or proprietary information marked as such belonging to ICC, including, but not limited to, drawings, data, or other information pertaining to purchase orders without obtaining ICC's prior written authorization for such disclosure. Buyer shall cause its employees, agents and others having access to such information to be aware of, and to abide by, the terms of this Paragraph.

16. Compliance with Laws. Buyer shall comply with all applicable federal, state and local laws, rules and regulations affecting the purchase and use of the products, including, without limitation, any applicable export laws.

17. Force Majeure. ICC shall not be liable for failure or delay in the performance of any of its obligations, including delay in shipment, or any damages resulting therefrom, if such delay or failure is caused by act of God, embargo, governmental regulation, fire, strike or other labor strife, war, riot, terrorism (or threat thereof), equipment failure, delay in transportation, shortage and/or unexpected or unreasonable increase in prices of raw materials or supplies, and other causes beyond the reasonable control of ICC. The anticipated delivery date shall be extended for a period of time equal to the delay caused by any of the foregoing events.

18. Right of Offset. ICC shall be entitled to offset any amounts owed by it to Buyer against any payment or compensation that is owing and unpaid by Buyer to ICC.

19. Governing Law; Venue; Waiver of Jury Trial. These Terms and Conditions, and the underlying obligations of the parties relating to the sale of products by ICC to Buyer, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale of products by ICC to Buyer. Any dispute regarding any order or with respect to these Terms and Conditions shall be resolved in a court of competent jurisdiction in the County of Hampden, Commonwealth of Massachusetts, and Buyer hereby expressly consents to the

personal jurisdiction of any court in the County of Hampden, Commonwealth of Massachusetts. THE PARTIES AGREE TO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL DISPUTE.

20. Limitation of Actions. Buyer agrees, to the maximum extent permitted by applicable law, that any claim Buyer may have against ICC or its affiliates or any of their respective directors, managers, members, officers, agents, and employees must be filed within one (1) year of the date on which the claim arose. If Buyer fails to file a claim within this time period Buyer shall be deemed to have waived its right to file a claim or to otherwise seek recourse against any of the foregoing.

21. Injunctive Relief. In addition to all other remedies available to ICC under these Terms and Conditions, at law or in equity, ICC shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of these Terms and Conditions. Buyer agrees and acknowledges that failure to comply with the provisions of these Terms and Conditions will result in irreparable harm to ICC.

22. Relationship of the Parties. The relationship of ICC and Buyer as created by these Terms and Conditions is that of independent contractors, and nothing herein shall be construed to create or imply the creation of a relationship between the parties as principal and agent, employer and employee, partners and/or joint venturers. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other party by its negligent or intentional acts or omissions.

23. Waiver. No waiver, alteration, or modification of any of the provisions of these Terms and Conditions shall be binding unless in writing and signed by an authorized representative of ICC. No delay or failure on ICC's part in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any right, privilege, remedy or option.

24. Severability. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such provision shall be invalid or unenforceable only to the minimum extent required, and all other provisions shall remain in full force and effect.

25. Notices. All notices or other communications required to be given under these Terms and Conditions shall be in writing and shall be deemed to have been given upon personal delivery, certified or registered mail, return receipt requested, or by overnight courier with proof of delivery to the parties at the addresses set forth in an accepted order, unless a different address is designated in writing.

26. No Third Party Beneficiaries. These Terms and Conditions are not intended to benefit any third party.

27. Assignment. Buyer shall not delegate any duties, nor assign any rights or claims under these Terms and Conditions or any order without ICC's prior written consent.

Any attempted or purported delegation or assignment by Buyer in violation of the foregoing shall be void.

28. Modification. ICC reserves the right to change these Terms and Conditions at any time by publishing revised Terms and Conditions on ICC's website. The revised Terms and Conditions shall immediately become effective for all sales made after such publication. Buyer can find the latest version of these Terms and Conditions at www.internationalcontainerco.com.

29. Survival. The provisions of these Terms and Conditions which by their nature should survive shall remain in effect and survive any termination or completion of any order.

LAST REVISED: February 20, 2014