STANDARD TERMS & CONDITIONS OF SALE – USA and CANADA (Effective Date: October 1, 2011)

NOTE: Sale of products by Anchor Packaging, Inc. shall be under the conditions and terms stated herein. The Terms & Conditions set forth below shall supersede any contradiction or inconsistency with Terms of the Buyer's order, and no agreement, term, condition, or trade custom at variance herewith shall be binding on Anchor Packaging, Inc. Submission of any order and/or acceptance of any delivery of product hereunder shall constitute acceptance of Anchor's Terms & Conditions.

1. MINIMUM ORDER REQUIREMENTS

A. The minimum order requirement for prepaid freight is 400 cases
B. Customers will be invoiced for freight charges on all orders under the 400 case minimum

2. ORDER LEAD TIME

A. Full Truckload Orders (26 or more skid spots): 5 to 8 business days
B. LTL Orders: 7 to 10 business days
C. Canada: 14 business days
D. Customer Pick Up: 6 business days with 48 hour advance dock appointment

3. CUSTOMER ORDER POLICY

A. All orders received will be processed and acknowledged within 24 hours
B. All individual items must be ordered in even layer and/or even pallet quantities
C. Changes to previously confirmed orders are inefficient and discouraged. However, absolutely no order changes will be accepted after the load is planned and scheduled with the carrier.
D. Anchor Packaging, Inc. discourages drop shipments to end users. If this becomes necessary and is approved by Anchor Packaging, the following terms apply:

   i. All drop ship orders for less than 400 cases will require freight to be paid by the requesting customer.
   ii. In addition, any drop ship order under 400 cases will be assessed a $100 small order fee.

E. All Non-Stock/Special Order Items will require customized lead times and minimum order quantities. Over-runs or under-runs not to exceed 10% on quantity ordered shall constitute acceptable delivery. Stock status on all items is subject to change without notice. Contact your Anchor Representative for further details.

4. PRODUCT PRICING & PERFECT MATCH PURCHASE ORDERS

A. Anchor Packaging, Inc. is committed to providing timely delivery of all products and services. To facilitate this effort, please ensure that all purchase orders have current and correct pricing information.
B. Any purchase orders that are submitted with incorrect pricing will be subject to new product delivery dates based on the date the noted discrepancy is resolved and resubmitted on a corrected purchase order.
C. All invoice and special pricing is subject to change without notice or inventory protection.
D. All invoice and special pricing is subject to industry wide manufacturers increases with 30 days written notice. Any exceptions to our pricing policy must be presented in writing with the expressed written consent of Anchor Packaging,
E. All Pricing is quoted in U.S. Dollars only (USD).

5. BACKORDER POLICY

A. Anchor Packaging, Inc. will contact the buyer when a backorder occurs. The buyer may:

   i. Hold the shipment until all stock is available (if the truck has not left the Anchor Distribution Center)
   ii. Ship the items in stock immediately and have backordered items shipped at a later date
   iii. Ship the items in stock immediately, call the order complete, and cancel or reorder backordered items

6. FREIGHT/SHIPPING

A. Freight will be prepaid by Anchor Packaging, Inc. on all orders of 400 cases or more, shipped to one destination in a single shipment.
B. Freight on all shipments under the 400 case minimum must be paid by the customer.

C. Anchor Packaging, Inc. reserves the right to select the carrier, method of transportation, and shipment routing for all prepaid freight orders.
D. If the customer requests a more expensive method of transportation than provided by Anchor Packaging, Inc., said customer shall coordinate the pick-up of the freight as well as accept responsibility for all related freight charges assessed by the chosen carrier. (Reference Terms & Conditions for Customer Pick-Up shipmentss below

7. CUSTOMER PICK-UP SHIPMENTS

A. Customer pick-ups will be cost neutral. Anchor Packaging, Inc. will reimburse the customer for the value equal to that which would be incurred if Anchor shipped the order prepaid via the carrier and method of choice. Any freight charges over and above that amount will be the responsibility of the customer.
B. Customers/Carriers must schedule a pick-up appointment with the Anchor Distribution Center a minimum of 48 hours in advance of picking up the order.
C. Customers/Carriers must pick up orders with standard 53 foot dry van trailers.
D. Any customer request to convert an order from Customer Pick-Up to Anchor Delivered or vice versa following the original submission of the order will require a revised delivery date. This revised date will be calculated based on normal lead time as stated herein less 2 business days, beginning with the date the change is requested.

8. PAYMENT TERMS

A. Net 30 Days
B. A service charge of 1.5% per month will be added to invoices not paid within 30 days
C. Credit Card Payments will not be accepted

9. PRODUCT WARRANTY

A. Anchor Packaging, Inc. warrants that products shipped to any buyer will be of merchantable quality and free of defects in workmanship. The seller makes no warranty of any other kind, expressed or implied.
B. The buyer shall assume all risks and liabilities for results obtained by the usage of Anchor Packaging, Inc.'s products, either singly or in combination with other products.
C. The seller's liability for loss or damage due to the use of seller's products is limited to replacement of seller's material only. NO REPRESENTATIVE HAS THE AUTHORITY TO MAKE ANY GUARANTEE OR AGREEMENT EXCEPT AS STATED HEREIN.

10. RETURN GOODS POLICY

A. Any request to return product to Anchor Packaging, Inc. must be made within 180 days of original receipt.
B. If Anchor Packaging, Inc. is responsible for an error in quality and/or shipment of product, said product may be returned to the Anchor Distribution Center in Arkansas at Anchor's expense.
C. All return product requires written authorization from Anchor's Corporate Office in St. Louis in the form of a validated Return Authorization Number. Upon verification of error, Anchor will issue credit for the purchase price of the product plus applicable freight.
D. Merchandise damaged in shipment must be reported to Anchor Packaging, Inc. within 10 days of original receipt so that appropriate freight claims can be filed against the carrier. Carrier must hold the merchandise for disposition.
E. When a customer is responsible for an error or in the event of Dead Stock, the merchandise may be returned to the Anchor Distribution Center with written authorization from St. Louis in the form of a Return Authorization number. The customer will pay a 25% re-stocking charge for this service in addition to freight costs for the return.
F. Anchor Packaging, Inc. will not allow credit for open, damaged, re-taped, or partially used rolls or cases.
G. Any return of merchandise without an Anchor issued Return Authorization Number will be refused at our doors.
H. Return of merchandise requires an appointment be made with the ADC at least 48 hours in advance.

11. SAMPLE POLICY

A. Anchor Packaging, Inc. will send customer requested samples prepaid via courier based on standard lead times published herein. If samples are requested to be expedited, requestor will be required to pay all freight charges.

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