

TERMS AND CONDITION OF SALES BY THE AFFILITATED COMPANIES AND BUSINESSES OF ZUCKERMAN HONICKMAN, INC.

These terms, conditions, and instructions shall apply to all sales made in the United States of America, its territories and possessions by any of the affiliated companies and businesses of Zuckerman Honickman, Inc. to you from the date of your receipt of these terms (whether received by mail or by telephone, telefax or other electronic means) until such time as you receive a revised edition of these terms and conditions or other notice from Seller of their revocation. These terms, conditions, and instructions shall apply to all transactions between you and Seller until such further notice unless your written objections are received by Seller within thirty (30) days after you receive this document.

Additional or different terms, conditions or instructions applicable to a particular sale may be specified in the body of a price quotation or sales acknowledgement from Seller or in an exhibit thereto, and, in the event of a conflict, shall take precedence over these terms, conditions, and instructions. Price and delivery terms applicable to a specific sale of goods or materials may be evidenced by Sellers's internal customer order form maintained by Seller, which shall be controlling.

INTERPRETATION: If these terms and those of any purchase order of Buyer in connection with any sale conflict, these terms and conditions shall govern. All sales by Seller are specifically limited to these terms and conditions and no additional terms will be accepted and no conditions, oral or otherwise, not specifically incorporated and signed by an authorized representative of Sellers's Sales department shall be effective or constitutes a part of the contract of sale between Seller and Buyer.

PRICE: Sales of goods and materials shall be at the price last quoted by Seller or as Seller's prevailing list price, if no price had been quoted. The price noted on Seller's internal customer order form maintained by Seller regarding specific orders shall be controlling.

ADJUSTMENT FOR RESIN OR GLASS: Seller shall provide Buyer with thirty (30) days advance written notice of any change to any purchase price as a result of an industry wide announced change in the market price of PET resin or glass.

ADJUSTMENT FOR MATERIAL COSTS AND MANUFACTURER INCREASE: Seller may, upon thirty (30) days advance written notice to Buyer, impose a surcharge or increase any purchase price as a result of any increase in the market price of raw materials, energy, gasoline or any other basic element in Seller's overhead or cost of doing business (including, but not limited to, an increase from the manufacturer) that has come into effect after the date of Buyer's Purchase Order.

PAYMENT TERMS: If Buyer fails to make any payment in accordance with the payment terms and conditions set forth on this Purchase Order (in the absence of which, the terms shall be net (30) days from the date of invoice), Seller may, at its sole option and in addition to any other rights it may have, defer or decline to make further delivery to Buyer except upon receipt of security satisfactory to Seller or cash payment in advance of delivery.

TAXES: Any taxes that are or may be levied by the United States or any state or political subdivision thereof on goods or materials subject to any sales contract, or on the sale or purchase thereof, or on incidental transportation charges when the same are paid or required to be paid or collected by Seller shall be billed to and paid by Buyer.

INTEREST AND COLLECTION COSTS: Interest on overdue amounts shall be charged at the "prime rate of interest" as published in the Wall Street Journal on the invoice date, plus 2% per annum. In the event that Seller incurs collection costs in connection with any overdue account, Buyer shall be responsible for all collection costs, including, without limitation, attorney's fees, whether or not suit is ever instituted.

PACKAGING, DELIVERY AND DUNNAGE: All Bottles will be bulk packed and all deliveries will be F.O.B. Manufacturer's facility, unless previously changed by written agreement of Buyer and Seller. Buyer shall pay all shipping costs from that point. The responsibility of Seller and the Manufacturer shall cease and Buyer shall assume all risk of loss upon Manufacturer's delivery to and receipt by the common carrier. All costs for pallets, frames and tier sheets shall be memo billed to Buyer and rectified on a quarterly basis. Buyer shall be responsible for the replacement of, or cost to replace, those pallets, frames and tier sheets lost or damaged due to Buyer's negligence, and for the cost of transportation for their return.

WARRANTIES: All goods and materials shall conform to Seller's specifications at the time of shipment from Seller's Plant. At Seller's option, Seller with either correct the non-confirming condition or replace any nonconforming goods or materials or issue a credit to Buyer in the amount of the purchase price paid and received for such goods. Buyer shall notify Seller of any claim of nonconformity within ten (10) days after Buyer's discovery of such defect. Before any claim of nonconformity will be honored, Seller must be given an opportunity, after receiving notice of Buyer's claim, to inspect the goods or materials claimed to be nonconforming. In no event shall any claim from a breach of warranty be made later than the one (1) year after the date of delivery of the goods and materials.

SELLERS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING MATERIALS OR GOODS SUPPLIED UNDER THESE TERMS AND CONDITIONS OR ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. THE

WARRANTIES GIVEN UNDER THIS SECTION ARE EXCLUSIVELY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO DEFECTS IN OR NONCONFORMITY OF GOODS OR MATERIALS RESULTING FROM DESIGNS OR SPECIFICATIONS PROVIDED BY BUYER. TECHNICAL ADVICE IS FURNISHED AS AN ACCOMMODATION TO BUYER. SELLER ASSUMES NO LIABILITY FOR TECHNICAL ADVICE AND BUYER ACCEPTS SUCH ADVICE AT BUYER'S SOLE RISK.

LIMITATIONS ON CLAIMS: All claims, except for breach of warranty under the Warranties Section, must be made within thirty (30) days after delivery of the goods or materials and failure to do so shall constitute a waiver by Buyer of any such claims. Claims for any damages to goods or material in transit shall be made against the carrier. No claim or any kind shall be greater in amount than the price of the goods or materials in respect of which the claim is made. Any action for breach of any sales contract to which these terms and conditions apply must be commenced within one (1) year after the cause of action has accrued.

ASSIGNMENT: All contracts governed by these terms and conditions shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective representatives, successors and assigns, except that no transfer or assignment by Buyer shall bind Seller without Seller's prior written consent.

FORCE MAJEURE: Seller shall not be responsible for any nonperformance or delay in performance as a result of any cause beyond its control, including without limitation, strikes, labor disputes, accidents, breakdowns, inability to secure transportation or material, fires, floods, weather conditions, delays in transportation or the inability to obtain, at reasonable prices, utilities, raw material or operating equipment and machinery.

APPLICABLE LAW: All contracts governed by these terms and conditions shall be governed by and construed according to the substantive laws of the Commonwealth of Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

CONSENT TO JURISDICTION, VENUE AND SERVICE OF PROCESS: The parties hereto irrevocably: (a) agree that any suit, action or other legal proceeding arising out of the subject transactions or these terms and conditions shall be exclusively brought in either the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, (b) consent to the exclusive jurisdiction of such courts in any such suit, action or proceeding, (c) irrevocably waive any objection which they may have to the laying of exclusive venue of any such suit, action or proceeding in any such courts, (d) irrevocably waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum, and (e) agree that service of process by registered or certified mail at the addresses listed on the Purchase Order shall be good and sufficient service of process.

SEVERABILITY: If any provision of these terms and conditions or any resulting sales document are found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor shall it invalidate the other provisions hereof, all of which shall be liberally construed in favor of Seller in order to effect the provisions hereof.

BUYER AND SELLER BOUND. All of these terms and conditions shall be binding upon, inure to the benefit of, and be enforceable by, both Buyer and Seller, their respective legal representatives, heirs and, as permitted, assigns.

AWARD OF ATTORNEYS FEES: Should either Buyer or Seller institute any action or proceeding to enforce any of these terms and conditions, or for damages by reason of any alleged breach of any of these terms and conditions, or for any other judicial remedy, the prevailing party in such action or proceeding shall recover from the other, in addition to any other relief that may be awarded, all reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection therewith.

ADDITIONAL CONDITIONS: Acknowledge in writing at once giving approximate shipping date. All goods received subject to examination and approval when opened. The signature of our Receiving Department is for count of ORIGINAL PACKAGES ONLY, and not for correct weight or count, quality or condition of contents. All goods MUST COMPLY with Federal and State Laws at time of delivery.