

PACKAGING 2.0 INC.
STANDARD PURCHASE ORDER TERMS AND CONDITIONS
October 30, 2015

These Standard Purchase Order Terms and Conditions are incorporated by reference in all purchase orders issued to Packaging 2.0 Inc. ("Seller"). Each such purchase order is herein referred to as the "Purchase Order", the entity issuing the Purchase Order is herein referred to as "Buyer".

1. Acceptance of the Purchase Order shall be unqualified and subject to the terms and conditions hereof. SELLER EXPRESSLY OBJECTS TO AND SHALL NOT BE BOUND BY ANY PROVISIONS ADDITIONAL TO OR AT VARIANCE WITH THE TERMS HEREOF THAT MAY APPEAR IN BUYER'S PURCHASE ORDER, STANDARD TERMS, OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM BUYER TO SELLER UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY SELLER IN WRITING SIGNED BY BUYER. Buyer will be deemed to have assented to the terms and conditions hereof when (i) Buyer issues Purchase Order to Seller; (ii) when Buyer has received delivery of the whole or part of the goods; or (iii) when Buyer has otherwise assented to the terms and conditions hereof.

2. Time is of the essence. If delivery of the goods called for by the Purchase Order is not completed by the time scheduled, Buyer reserves the rights, without liability, to terminate the Purchase Order by notice to Seller and to arrange for completion and/or purchase of substitute items elsewhere and to charge Seller with any additional costs or expenses incurred for completion or substitution of items, unless Seller's failure to supply is due to an event of force majeure or beyond Seller's control or as the result of Buyer's fault. Risk of loss of or damage to the goods called for by the Purchase Order shall remain with Seller until actual delivery of such goods to Buyer. If Buyer in its sole election opts to pick up goods at Seller's designated warehouses, the discount for freight shall equal no more than Seller's actual cost of shipping the goods or as otherwise agreed to in writing by the parties prior to any such pick up. All such goods shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. Goods delivered (whether paid for or not) are subject to inspection, testing and approval by Buyer before acceptance. If after delivery Buyer finds any of the goods called for by the Purchase Order to be not in conformity with any warranty or the requirements thereof, Buyer may at its election reject and return such goods at Seller's expense, provided that Buyer shall only have 48 hours from delivery to raise any issues with the packaging of the goods after which time any issue with the packaging shall rest with Buyer. The shipment of the goods must equal the exact amount ordered unless otherwise agreed to in writing, provided, however, that Seller may ship a partial order and complete the order within 7 days without penalty. Goods rejected or not purchased by Buyer for cause or defect which utilize or carry any logo, insignia, name, trade name, trademark, or other related markings of Buyer or any of its related entities or of any of their customers shall have the same removed prior to any sale, use or disposition by Seller. Payment for any goods prior to final inspection by Buyer shall not constitute their acceptance by Buyer. Should Buyer terminate the Agreement without cause Buyer shall give 90-days prior written notice to Seller. If such notice is not given Buyer shall be obliged to continue to purchase remaining inventory for a period of up to 90 days.

3. Terms of payment shall be net thirty (30) days upon receipt of goods or invoice by Buyer, whichever occurs last. Buyer shall have no right to deduction or set-off for any amount owing at any time by Seller to Buyer. Once accepted by Seller, Buyer shall have no right to cancel a Purchase Order.

4. Seller warrants that all products and services covered by the Purchase Order (i) will conform to drawings, specifications, instructions or samples supplied by Buyer; (ii) will be merchantable and of good material and workmanship, free from all defects; (iii) will be free of all liens, claims and encumbrances of title; (iv) unless otherwise specified in the Purchase Order, will be new (not used or reconditioned) and shall not have been previously rejected by Buyer; (v) to the best of Seller's knowledge will not infringe any United States or foreign letter's patent, trademarks, or copyrights; provided however that any such warranty does not cover any patent, trademark or copyrights supplied or provided by Buyer; and (vi) will be manufactured and delivered in compliance with all applicable federal, state and local laws, rules and regulations.

5. Seller agrees to indemnify and save Buyer harmless from and against (i) any and all liens, claims and encumbrances of any kind or nature arising out of Seller's performance of the Purchase Order; and (ii) any and all claims, liabilities, and expenses, of any kind or nature whatsoever, arising out of any breach by Seller of the Purchase Order or Buyer's enforcement of the Purchase Order, or in any way connected with any work performed or goods furnished by Seller under the Purchase Order. Buyer agrees to indemnify and save Seller harmless from and against (i) any and all liens, claims and encumbrances of any kind or nature arising out of Buyer's handling or use of the goods, and (ii) any and all claims, liabilities, and expenses, of any kind or nature whatsoever, arising out of any breach by Buyer of the Purchase Order or Seller's rights under the Purchase Order, or in any way connected with any work performed by Buyer under the Purchase Order.

6. Neither Seller nor Buyer shall be liable for any delay or failure of performance due solely to labor disputes, fires,

acts of God; provided, it shall have given notice in writing of any such delay promptly following the commencement thereof and shall have used its best efforts to make (or accept) delivery as expeditiously as possible.

7. Either of the parties may terminate the Purchase Order to which these terms and conditions relate at any time without any liability (i) upon the bankruptcy, insolvency or appointment of a receiver of the other party; (ii) upon failure of Seller to deliver goods in conformity with the terms of the Purchase Order.

8. Any specifications, notes, instructions or drawings with respect to Seller's name, logo, trademark, and/or other intellectual property shall (i) remain the property of Seller and shall be returned to Seller immediately upon the request of Seller or upon termination of the Purchase Order, and (ii) shall be held confidential by Buyer. Buyer shall not use the name, logo, trademark and/or any other intellectual property of Seller in any of its advertising or promotions.

9. The contract price shown in Exhibit A hereto includes all applicable federal, state and local duties or sales, use, excise, value added or similar taxes. Seller expressly rejects the inclusion of any additional fees (marketing or otherwise) by Buyer.

10. The Purchase Order shall be governed by the internal laws of the State of New York without giving effect to the conflicts of law provisions thereof. All suits arising from or concerning the Purchase Order shall be filed in either the United States District Court for the Eastern District of New York or in the Circuit Court for the County of Kings County, New York, except that any such action may be filed in another location selected by Seller for the purpose of acquiring jurisdiction over third persons so that related disputes can be resolved in a single action. Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. Buyer shall not assign or subcontract any of its rights, interests or obligations under the Purchase Order without the prior written consent of Seller and hereby waives any objection to jurisdiction or venue of said courts and to service of process issued under their authority. If any part of the Purchase Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. The failure of Seller to insist in any one more instances, upon the performance of any of the terms of conditions of the Purchase Order, or to exercise any right under the Purchase Order, shall not be construed as a waiver of any of the other terms and conditions of the Purchase Order nor the right to enforce the future performance of any term or condition or the future exercise of any other rights herein. The remedies provided for herein shall be cumulative and in addition to any other remedies provided by Law. These terms and conditions and related Purchase Orders shall constitute the entire agreement between Seller and Buyer, superseding all prior oral or written communications and negotiations with respect to the subject matter hereof.