



## TERMS & CONDITIONS

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Vonco Products, LLC's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website. The term 'Vonco Products, LLC' or 'us' or 'we' refers to the owner of the website whose registered office is 10826 250th Avenue, Trevor, Wisconsin 53179. The term 'you' refers to the user or viewer of our website. The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.
- It shall be your own responsibility to insure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics.
- Reproduction is prohibited. Unless otherwise notified in writing at the time of the order, Vonco reserves the right to use any items it produces in displays, promotional or collateral material.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s).
- We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of The United States and the State of Illinois.



## Terms and Conditions of Sale

- 1. Acceptance of Order; Governing Provisions.** Vonco Products, LLC (“Seller”) hereby acknowledges the order for products (the “Products”) set forth on the applicable purchase order confirmation, on the terms and conditions set forth on the face of the purchase order confirmation and herein (together, this “Order Acknowledgement”). This Order Acknowledgement is an offer or counter-offer by Seller to sell the Products in accordance with these terms and conditions, is not an acceptance of any offer made by Buyer, and is expressly conditioned upon assent to these terms and conditions. There are no conditions to this agreement not set forth herein. Buyer will be deemed to have assented to these terms and conditions unless Seller receives written notice of any objection within 3 days after buyer’s receipt hereof. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing, and Seller expressly rejects any additional or different terms and conditions set forth in Buyer’s purchase order or any other document provided by Buyer; failure of Seller to object to provisions contained in any purchase order or other communication from a buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any of such provisions. SELLER’S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER’S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.
- 2. Shipment.** Unless otherwise provided, shipment shall be F.O.B. Seller’s plant in Trevor, Wisconsin. All risk of loss shall pass to Buyer upon delivery of the Products to Buyer or, if Buyer or Buyer’s representative picks up the Products at Seller locations, upon pick up by the carrier. Seller will attempt to honor, but will not guarantee Buyer’s requested shipping date. Delivery of Products to a carrier at Seller’s plant shall constitute delivery to Buyer.
- 3. Production Variance.** Delivery of a quantity of product within the shipping tolerance stated in the Order Acknowledgement shall constitute fulfillment of the order, and any excess not exceeding the shipping tolerance shall be accepted and paid for by Buyer, and any shortage not exceeding the shipping tolerance shall be deemed a fully fulfilled order and shall be accepted and paid for by Buyer. For the avoidance of doubt, and without affecting the other limitations on Seller’s liability set forth herein, Seller shall not be liable or otherwise responsible for any loss or damages suffered or incurred by Buyer for shortages not in excess of the shipping tolerance of the quantity of Products specified in the applicable purchase order.
- 4. Rejection & Claims.** Buyer shall inspect all Products upon arrival and shall immediately notify Seller in writing of any shortages (subject to section 3 above), damage and/or defects claimed to exist. All notifications shall be accompanied by bills of lading, packing slips, inspection reports and other documents necessary to support Buyer’s claims. All shortages, damage and/or defects not reported to Seller as required by this section and within 5 business days of delivery shall be deemed waived and Buyer shall be deemed to have accepted such Products.
- 5. Payment.** Each invoice of Product shipped shall be due and payable in United States funds within 30 days of Product shipment or otherwise as provided on the face of the invoice. Late payments may be subject to interest or other service charges. Payment terms are subject to change without notice by Seller’s Credit Department, including without limitation that Seller may decline to make shipments except for cash in advance or declare the price immediately due and payable, or both. Credit Card orders require additional processing fee of 3% excluding web stock bag orders.
- 6. Changes & Cancellation.** Seller may at any time make such changes in production of Products as may be deemed an improvement by Seller, and obtain suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, or changes in materials previously obtained from suppliers. Buyer may not cancel or modify the order or the specifications without Seller’s written consent. Even if Seller consents, Seller will be entitled to the full contract price, less any expenses saved by Seller because of the modification or cancellation; Buyer shall also be responsible for any costs for which Seller became liable, including without limitation any charges imposed for any materials ordered by Seller for such order. Any changes can result in a price and schedule change.



- 7. Warranties.** Seller warrants that the Products at the time of shipment are not in violation of any laws or regulations to the extent such laws or regulations are then effective and applicable within the State of Illinois. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- 8. Agent's Authority.** Buyer agrees that no agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation, or warranty concerning the Products other than those warranties expressly set forth herein.
- 9. Exclusive Remedy.** The exclusive remedy of the Buyer for defective products or any breach of the warranties set forth above shall be, in Seller's sole discretion, the replacement of defective Products without charge, a refund of the purchase price or a fair allowance against the price for the Products.
- 10. LIMITATION ON SELLER'S LIABILITY.** TO THE EXTENT PERMITTED BY LAW, SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR INCIDENTAL DAMAGES, PUNITIVE DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. "CONSEQUENTIAL DAMAGES" FOR WHICH SELLER SHALL NOT BE LIABLE SHALL INCLUDE, WITHOUT LIMITATION, LOST PROFITS, PENALTIES, DELAY DAMAGES, LIQUIDATED DAMAGES AND OTHER DAMAGES AND LIABILITIES WHICH BUYER SHALL BE OBLIGATED TO PAY OR WHICH BUYER MAY INCUR RELATED TO OR ARISING OUT OF ITS CONTRACTS WITH ITS CUSTOMERS OR OTHER THIRD PARTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF AMOUNTS PAID BY BUYER FOR THE PRODUCTS AS TO WHICH A BREACH OF CONTRACT OR OTHER LIABILITY HAS BEEN DETERMINED TO EXIST. SELLER AND BUYER EXPRESSLY AGREE THAT THE PRICE FOR THE PRODUCTS WAS DETERMINED IN CONSIDERATION OF THE LIMITATION ON DAMAGES SET FORTH HEREIN AND SUCH LIMITATION HAS BEEN SPECIFICALLY BARGAINED FOR AND CONSTITUTES AN AGREED ALLOCATION OF RISK WHICH SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

BUYER SHALL INDEMNIFY SELLER AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING ANY ACTION) WHICH SELLER MAY INCUR AS A RESULT OF ANY CLAIM BY BUYER OR OTHERS ARISING OUT OF OR IN CONNECTION WITH PRODUCTS SOLD HEREUNDER AND BASED ON PRODUCT DEFECTS NOT PROVEN TO HAVE BEEN CAUSED SOLELY BY SELLER'S NEGLIGENCE.
- 11. Proprietary Information.** All right, title and interest in and to any proprietary information or intellectual property rights relating to the Products, including, but not limited to, any developments, improvements or modifications of the Products, shall be the property of, or remain with or inure to, Seller. Buyer recognizes and acknowledges Seller's exclusive ownership of the trademarks, patents, trade names, logos, symbols and other proprietary information related to the Products and agrees not to take any action inconsistent with such ownership.
- 12. Force Majeure.** Failure of Seller to make or Buyer to take, all or any part of any shipment hereunder, if such failure is due to acts of God, war, labor difficulties, breakdown or damage to Seller's plant facilities or Buyer's receiving facilities, embargoes, shortages of any raw materials or energy, shortages of transportation equipment, compliance with any law or any regulation or order of any public authority and any other cause either similar or dissimilar beyond the control of the party so failing, shall not subject such party to any liability to the other party. In such event, at the request of either party, the total quantity of products to be shipped hereunder will be reduced by the quantity not shipped due to such causes.



- 13. Taxes.** Buyer shall be responsible for payment of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sales, purchase, shipment, receipt or use of the Products.
- 14. Waiver.** Waiver by either Seller or Buyer of a breach or any provision hereof shall be effective only if made in a writing signed by an officer of such party. Any such waiver shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
- 15. Arbitration.** All disputes between the parties arising out of or relating to this agreement shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the American Arbitration Association, by one arbitrator appointed in accordance with said Rules. Such arbitration shall occur in Chicago, Illinois. The award of any such arbitration shall be final and binding on both parties and shall be enforceable against a party in any court having jurisdiction over that party.
- 16. Governing Law.** All rights and obligation of Seller and Buyer shall be governed by the laws of the State of Illinois without regard to conflict of laws principles.
- 17. Entire Agreement.** This writing is intended by Seller and Buyer as a final and complete expression of their agreement with respect to the subject matter hereof, and shall supersede all prior understandings, writings, negotiations and agreements with respect thereto. The terms and conditions set out herein may be amended only by a writing specifically referencing that it is intended to modify this Order Acknowledgement and signed by an officer of each party. The express terms hereof shall not be varied by any course of dealing, performance or usage of trade. Any different, conflicting or additional terms in any purchase order, document or the like provided or offered by the Buyer are hereby expressly rejected.
- 18. Severability.** All of the terms and conditions hereof shall be deemed severable. The unenforceability, illegality or invalidity of any provisions hereof shall not affect the enforceability, legality or validity of any other, further or additional provision hereof, all of which shall remain valid, binding and enforceable in accordance with their terms.
- 19. Security Interest; Remedies Cumulative.** This Order Acknowledgement shall constitute a Security Agreement under the Uniform Commercial Code ("UCC") of the appropriate state. Buyer hereby grants Seller a security interest in the Products, wherever located, and all proceeds thereof, to secure Buyer's payment in full for the Products. Buyer hereby authorizes Seller to execute any UCC financing statement, or any other document necessary or appropriate, to protect Seller's security interest. In addition to any remedies granted Seller hereunder, in the event of Buyer's breach, Seller shall be entitled to all remedies provided by law and shall such remedies hereunder and thereunder shall be cumulative.
- 20. Limitation On Actions.** No action, regardless of form, rising out of any transaction to which these terms and conditions are applicable may be brought by the Buyer more than one year after the cause of action has accrued.
- 21. Right of Third Properties.** Nothing in these terms and conditions, whether express or implied, is intended to confer any right or remedy under or by reason of these terms and conditions on any person other than the Buyer and Seller and their respective successors and assigns, nor is anything herein intended to relieve or discharge the obligation or liability of any third person to Buyer or Seller.