



Garrett Container Systems, Inc.

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TERMS AND CONDITIONS OF PURCHASE

Terms and Conditions of Purchase below shall be applicable to Garrett Container Systems ("GCS") Purchase Orders:

1. **Acceptance:** Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Vendor. If Vendor cannot meet delivery dates, Vendor must inform GCS in writing not later than two (2) days from the date hereof and state the best possible delivery date for acceptance. GCS reserves the right to accept or reject such dates.
2. **Date of Delivery:** Time is of the essence. If deliveries are not made on the dates specified, GCS reserves the right to cancel and/or to purchase elsewhere, holding Vendor accountable for increased costs of purchase.
3. **Quantities:** Shipments must be the exact amounts ordered unless otherwise agreed to by GCS in writing.
4. **Vendor's Warranties:** Vendor warrants all products and materials delivered hereunder to be free from defect in material and workmanship and to conform strictly to the specifications, drawing or sample specified or furnished. This warranty shall survive inspection, delivery, acceptance of, or payment by GCS for the products, materials and services.
5. **Inspection:** Final shall be by GCS or GCS customers. Materials rejected, as not conforming to this Purchase Order, shall be returned at Vendor's expense, including transportation and handling costs.
6. **Binding Effect:** This Purchase Order and the acceptance thereof shall be a contract made in the State of Maryland and governed by the laws thereof.
7. **Insurance:** Vendor shall value shipments made by express and air freight in accordance with the following schedule: value of goods shipped plus packing.
8. **Evidence of Shipment:** Vendor shall forward to GCS with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made and received by GCS or GCS customer.
9. **Prices and Payment:** Prices are FOB shipping destination and payment net 30 days upon evidence of satisfactory receipt and acceptance by GCS or GCS customer.
10. **Force Majeure:** Neither GCS or Vendor shall be liable for failure to execute this Purchase Order in the event of force majeure, provided the party invoking force majeure notifies the

other party in writing within ten (10) days of becoming aware of the event of force majeure. GCS shall not be bound to purchase the materials or services or to accept delivery if Vendor is unable to make delivery or completion as scheduled due to an event of force majeure.

11. Entire Agreement: This Purchase Order, including these Terms and Conditions, constitutes the entire agreement between GCS and Vendor. This Purchase Order supersedes all prior negotiations, discussions and agreements between GCS and Vendor with respect to this order. No terms and conditions of Vendor that are inconsistent, with, or additional to the Terms and Conditions contained herein, whether on an invoice or otherwise, shall be binding on GCS unless such terms and conditions are expressly accepted in writing by GCS.

12. Representations & Certifications: By accepting a Purchase Order, Vendors certify they have completed and have on file a copy of the Annual Representations & Certifications found at <http://www.garrettcontainer.com/vendors>