

M.L. BALL COMPANY, INC. INVOICE
TERMS AND CONDITIONS

This Invoice by M.L. Ball Company, Inc. (“Seller”) for the sale of the designated goods to the designated Purchaser includes these terms and conditions, and it shall constitute the sole and entire agreement of the parties with respect to Seller's sale of designated goods to Purchaser (“Agreement”). Any terms and conditions contained in Purchaser's Purchase Order which are inconsistent with or in conflict with the terms and conditions in this Agreement are void and unenforceable. Seller does not agree to any such inconsistent terms and conditions.

Purchaser's acceptance of the designated goods is strictly governed by and subject to the terms of this Agreement. This Agreement supersedes all prior proposals, negotiations, representations, agreements, and understandings between the parties, including any terms and conditions contained in any Purchaser-provided documents (such as purchase orders or order requests). To avoid any doubt, this Agreement is the complete and exclusive agreement between Purchaser and Seller regarding the subject matter of the Agreement. Any reference to a Purchase Order, order acknowledgment, or similar documentation shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchaser-provided documents. Any terms and conditions associated with or set forth in Purchaser-provided documents shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement.

Purchaser agrees that no change to this Agreement is binding upon Seller unless it is in writing, specifically states that it amends this Agreement, and is signed by a Seller authorized representative. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by the party so waiving.

Seller is only a product seller, and it therefore makes no warranty regarding the products which it is selling to Purchaser.

All questions concerning the construction, validity and interpretation of this Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the law of the State of Georgia, without regard to such state's conflict of laws rules that may cause the application of the laws of any other jurisdiction.

Purchaser hereby irrevocably consents to the jurisdiction of the courts of the State of Georgia for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agrees that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the federal or state

courts located in Gwinnett County, Georgia, which shall be the exclusive and only proper forum for adjudicating such a claim.

Purchaser agrees that it will not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without Seller's prior written consent. Any purported assignment or delegation without prior written consent shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void. However, the remaining provisions of this Agreement shall be unaffected and shall continue to be valid and enforceable.

Buyer agrees that the terms and conditions set forth in this Agreement shall survive the delivery of and payment for the goods and/or services that are the subject of this Agreement and shall remain in full force and effect.