

EXHIBIT C

RING CONTAINER TECHNOLOGIES, LLC TERMS AND CONDITIONS

1. **Warranties.** Seller expressly warrants that all goods will conform to the descriptions, drawings, specifications, and standards set forth in this Agreement and/or that all services shall be performed in a good and workmanlike manner. Seller warrants that the goods will be of good quality, design, and workmanship, free from defects, be safe and fit for the ordinary purposes for which the goods are used and for which Ring Container Technologies, LLC (“Ring”) intends to use the goods, be merchantable, and pass without objection in the trade. Seller's warranty shall survive any inspection, delivery, acceptance, or payment by Ring for the goods. Seller acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to this Agreement and notwithstanding Ring's acceptance of specifications, samples, test data, and the goods and/or services, Seller agrees that Ring may rely on Seller as an expert.
2. **Non-Conforming Goods.** Goods delivered by Seller are subject to inspection, testing, and approval by Ring before acceptance. All goods not fully up to standard, not in compliance with the specifications herein, in excess of the quantities ordered, substituted for goods described, or violating any statute, ordinance, administrative order, rule, or regulation, may be rejected by Ring and returned, or held at Seller's expense and risk. Ring may charge Seller reasonable expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any rejected goods.
3. **Delivery/Time of Essence.** All deliveries are F.O.B. Destination-Freight Prepaid unless otherwise indicated. All risk of loss shall remain with Seller until the goods have been received and accepted by Ring. Delivery shall not be deemed complete until the goods have actually been received and accepted by Ring. Ring's schedules are based upon the agreement that the goods will be delivered to Ring by the date specified on the face of any Purchase Order. Time is therefore of the essence and if goods are not delivered within the time specified, Ring may reject such goods and cancel the Order or require expedited routing at Seller's expense. The acceptance of later or defective deliveries shall not be deemed a waiver by Ring of its right to cancel this Order or refuse to accept further deliveries.
4. **Indemnity.** Seller shall defend, indemnify, and hold harmless Ring, its directors, officers, and employees, against all damages, liabilities, claims, losses, or expenses including, without limitation, attorneys' fees, arising out of or resulting in any way from: any breach by Seller of the terms or conditions of this Agreement, breach of any expressed or implied warranty, or any negligent act of Seller.
5. **Insurance.** Seller shall carry the following insurance with an insurance company or companies acceptable to Ring, and shall furnish promptly to Ring and certificate evidencing coverage and naming Ring as an additional insured including: worker's compensation insurance (including occupational disease) with statutory limits; employer's liability insurance with limits of \$500,000; and broad form commercial general liability insurance (including products liability and completed operations) and automobile liability insurance (including non-owned automobile liability) each with limits for bodily injury of \$1,000,000 per person and \$2,000,000 per occurrence and for property damage of \$2,000,000. Said certificate must set forth the amount of coverage, policy number, date of expiration, and provide that Ring shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage.
6. **Confidential Information; Ring's Property.**
 - a. Drawings, data, design, inventions, samples, order requirements and any other technical information supplied by Ring shall remain Ring's property and proprietary information and shall be held in confidence by Seller. Such information shall not be reproduced, used and/or disclosed to others by Seller without Ring's prior written consent, except as required for the performance of this Agreement and except to the extent that Seller is able to establish to Ring's satisfaction that such information (i) was known by Seller at the time of disclosure to it by Ring, (ii) became known to Seller after such disclosure to it by Ring through a third party as a matter of right and without restriction on

disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Seller. All such information, including all reproductions, shall be returned to Ring immediately upon demand, and otherwise upon completion or performance by Seller of this Agreement or its termination for any reason. The foregoing technical information shall be at all times labeled as confidential property of Ring and treated in a confidential manner by Seller, and Seller acknowledges and agrees that disclosure of this information would injure Ring's competitive advantage.

b. All drawings, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller and paid for by Ring shall be the sole and exclusive property and proprietary information of Ring, and same, as well as any furnished hereunder to Seller by Ring, shall be delivered to Ring upon demand, and otherwise upon the completion or performance of this Agreement by Seller or its termination for any reason in the same condition as supplied, reasonable wear and tear excepted, or if not delivered to Ring, then destroyed. No reproductions thereof shall be retained by Seller except as authorized in writing by Ring.

c. The terms of subsections (a) and (b) above shall survive the termination of this Agreement.

7. **Remedies.** Ring shall have all the rights and remedies specified in this Agreement in addition to those set forth in the Uniform Commercial Code as adopted in the State of Tennessee, the right of set-off, and any other remedy allowable by law or in equity. All such rights and remedies shall be cumulative. No right or remedy of Ring shall be deemed to have been waived unless such waiver is supported by consideration and is in writing signed by Ring.
8. **Assignment.** Seller shall not delegate or assign any duties or claims under this Agreement without Ring's prior written consent, such consent not to be unreasonably withheld. Any delegation or assignment attempted without Ring's consent shall affect, at Ring's option, a cancellation of Ring's obligations hereunder.
9. **Modification.** Ring shall have the right to make changes as to packing, testing, destination, specifications, design, and delivery schedule. Seller shall immediately notify Ring of any increases or decreases in costs caused by such changes and the equitable adjustment of price or other terms shall be confirmed in writing.
10. **Cancellation.** Ring reserves the right at any time, and from time to time, without cause, to cancel all or any part of the undelivered portion of any Purchase Order. In the event of cancellation, Ring shall not be liable to Seller for lost profits, or incidental or consequential damages. The provisions of this paragraph shall not limit or affect Ring's right to terminate this Agreement due to breach by Seller.
11. **Entire Agreement.** This Agreement shall constitute the entire agreement of Ring and Seller with respect to the subject matter hereof and shall supersede all previous understandings between the parties.
12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without regard to the conflicts of law rules of such state. Seller consents and submits to jurisdiction and venue of any court in Shelby County, Tennessee with respect to enforcement of this Agreement and agrees that service of process upon Seller or Seller's registered agent or by certified mail will establish personal jurisdiction over Seller.