

Acceptable Cartridges

Cartridges which are acceptable to Northeast Recycle Group are those Cartridges found on Northeast Recycle Group product listings (the "Price Lists"). Unless otherwise specified by Northeast Recycle Group in writing, all Cartridges shall be an Original Equipment Manufacturer ("OEM") product; shall have an OEM label; shall have no visible damage or dents; shall have no missing parts or components; shall have no cracks or holes in or on the casing; and shall have no deep scratches in or on the casing. All Cartridges provided by Supplier/Vendor to Northeast Recycle Group must conform to the above conditions in order to qualify for payment from Northeast Recycle Group.

In addition, Northeast Recycle Group shall determine whether Cartridges provided by Supplier/Vendor can be recycled by subjecting the Cartridges to the processes consisting of sorting, inspection, and qualification.

Only Cartridges provided by Supplier/Vendor which satisfies all of the above conditions as determined by Northeast Recycle Group in its sole discretion will be deemed acceptable and qualify for payment by Northeast Recycle Group "Acceptable Cartridges".

Packaging Guidelines

All Cartridges must be packed by Supplier/Vendor with extreme care in boxes with sufficient protective packaging to avoid damage during shipping, which damage may cause the shipment to be rejected by Northeast Recycle Group. Cartridges that are not protected in accordance with the terms contained herein and that are damaged during shipment may result in loss of payment or credit to Supplier/Vendor.

Please refer to shipping guidelines for more packaging information.

Disposal Fees

Cartridges sent to Northeast Recycle Group by Supplier/Vendor that are not listed as acceptable on Price Listing are subject to a disposal fee. \$1.00 per laser and \$0.50 per inkjet. This fee is charged to Supplier to cover the shipping, handling and disposal costs incurred by Northeast Recycle Group on Supplier's behalf.

Supplier Notification

Northeast Recycle Group will use reasonable efforts to notify Supplier of receipt, inspection, and satisfaction of conditions in respect of the cartridges (via detailed receipt) within thirty (30) business days of receipt of shipment of cartridges from Supplier (the "Notification Date").

Prices and Specifications

Prices and Cartridge specifications set forth in the Price Listings are reviewed regularly by Northeast Recycle Group, and are subject to change without notice. Prices do not include taxes.

Payment Terms

Payment shall be made to Supplier/Vendor thirty (30) days after receipt of the Cartridges but only for Acceptable Cartridges, unless otherwise agreed to in writing by Northeast Recycle Group.

Payment by wire transfer can be accommodated by Northeast Recycle Group. All wire transfers are subject to an administrative fee of USD 25.00 payable by Supplier.

Payment is contingent upon the receipt of the Cartridges from Supplier. Cartridges that do not appear in Northeast Recycle Group Price Listings will be subject to disposal fees.

Limitation of Liability

Northeast Recycle Group intends to provide accurate information on its Price Listings. Northeast Recycle Group shall not be held liable for incorrect selection of Cartridges based on the information provided in the Price Listings. Names

of business machines and products mentioned in the Price Listings are intended to show compatibility of Northeast Recycle Group cartridges with the mentioned business machines and products. Northeast Recycle Group only liability to Supplier associated with any Cartridges it purchases from Supplier is limited to a return of the Cartridges at Northeast Recycle Group option. In no event shall Northeast Recycle Group be liable for any loss of the Supplier's profits, business interruption, loss of business information or other special, indirect or consequential damages.

Warranty of Supplier

Supplier warrants that it is legally entitled to enter into this Agreement.

Indemnity

Supplier shall and does hereby indemnify Northeast Recycle Group from and against any and all losses arising out of and from claims for injury to persons or damage to property which may be sustained in the performance of or in connection with this Agreement and/or the Cartridges that are attributable to Supplier.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and except as stated in it, contains all the representations and warranties of the respective parties. There are no oral representations or warranties or collateral agreements between the parties of any kind relating to the subject-matter herein. In the event there is a conflict between any term or condition in this Agreement and any other document including but not limited to purchase orders and shipping terms, the terms of this Agreement shall supersede and govern.

General

This Agreement shall be deemed to have been made in Rhode Island, USA and any controversy arising under or in relation to this Agreement shall be governed by and construed in accordance with the laws of Rhode Island, USA. Any legal action or proceeding relating to this agreement shall be instituted in the courts of the State of Rhode Island. This Agreement shall be binding upon the parties and their respective successors and assigns. The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the agreement. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force. This Agreement shall be governed by the law of the State of Rhode Island exclusive of the Convention on the International Sale of Goods and its enactment in Rhode Island law and also exclusive of conflict of laws principles which would alter the choice of Rhode Island law.

SUPPLIER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND SHALL BE BOUND BY ITS TERMS AND CONDITIONS.