

## Seller Additional Terms and Conditions

1. **Definition:** The definitions contained in the PRCC Bale Specifications specified herein are incorporated herein by this reference and can be found online at [www.prcc.biz/sellers](http://www.prcc.biz/sellers).
2. **Purchase and Sale:** Subject to the terms of this PRCC PURCHASE ORDER ("Agreement"), Buyer hereby agrees to purchase, and Seller hereby agrees to sell, the quantity of PET Containers specified herein, which PET Containers shall (a) meet the PRCC Specifications specified herein, which specifications are incorporated herein by this reference, (b) be shipped on the dates as specified herein, and (c) be subject to Buyer's terms and conditions as set forth in this Agreement. Seller hereby agrees to fully comply with all California laws concerning the recycling of PET Containers.
3. **Acceptance:** This Agreement, once validly issued by Buyer, shall be sent to Seller via email, and Seller shall be deemed to have accepted this Agreement on the earlier to occur of (a) Seller's first shipment of the PET Containers specified herein or (b) forty-eight (48) hours after Seller's receipt of this Agreement, unless Seller notifies Buyer in writing prior to such date of Seller's rejection of this Agreement.
4. **Payment Terms:** Seller shall promptly send its invoice to Buyer after each shipment date. Buyer shall pay invoices net 30 days after Buyer's receipt of such invoice (which contains all of the information as set forth in the next sentence), the bill of lading and a machine printed, California weighmaster certificate. The invoice must include the container number, booking number (for export-bound shipments), the PRCC assigned control number (for U.S. bound shipments), the container net weight, the shipping date, and the purchase price as stated in this Agreement. Seller may request payment earlier than 30 days. Any early payment will be reduced by 2%.
5. **Title/Risk of Loss:** Title and risk of loss to the PET Containers specified herein will pass to Buyer upon shipment pursuant to Buyer's instructions.
6. **Inspection of PET Containers:** Buyer reserves the right to inspect any and all of the PET Containers and bales proposed to be sold by Seller to Buyer, at any time during normal business hours, at any and all of Seller's facilities or other locations where the PET Containers are located, and Seller hereby agrees to cooperate fully with Buyer and its representatives in connection with each such inspection.
7. **Shipping Notice:** Seller shall, within 24 hours after each shipment departs their facility, email [paperwork@PRCC.biz](mailto:paperwork@PRCC.biz) a copy of all shipping information, including bills of lading and California weighmaster certificates.
8. **Documentation:** Seller agrees that all documentation provided to Buyer shall be complete, accurate and legible, including but not limited to all invoices, bills of lading, California weighmaster certificates and export loading photos.
9. **Adjustments and Claims:** In the event that the PET Containers sold to Buyer by Seller under this Agreement do not meet Buyer's specifications, then Buyer shall have the rights and remedies, and shall follow the procedures, as set forth on the PRCC ADJUSTMENT AND CLAIMS SCHEDULE

and PRCC WEIGHT DISCREPANCY CLAIMS which are incorporated herein by this reference and can be found online at [www.prcc.biz/sellers](http://www.prcc.biz/sellers).

10. **Light Weight:** For Picked Up Loads Only: If Seller's container weight is less than the minimum required weight specified on the PRCC PO, then, in addition to other remedies available to Buyer, Seller shall pay to Buyer an amount based on the following schedule (when applicable):

Light Weight	Local	Long Distance	Export-Ship	East Coast
<=3,000 lbs.	\$100	\$200	\$600	\$1,000
>3,000 lbs.	calculated, between \$112-\$187.50	calculated, between \$225-\$375	calculated, between \$710-\$1184	calculated, between \$1125-\$1875
<5,000 lbs.	buyer discretion	buyer discretion	buyer discretion	buyer discretion

The calculated light weight deduction takes into account the fixed cost of freight and the relative extra freight costs per pound when loads are light. Therefore, the lighter the load, the higher the extra freight cost to the buyer. PRCC assumes average freight costs per container are \$600 for Local, \$1,200 for Export-Truck, \$3,600 for Export-Ship, and \$6,000 for East Coast. The deduction calculation ranges between 18.75% and 31.25% of those assumed freight costs.

**Local** is shorter distances, typically in and around the Southern California area. **Long Distance** is where freight costs are higher than local deliveries, typically anything North of Fresno delivering to the Southern California area.

Minimum required weights are 40,000 for domestic loads, and 38,000 for export loads, using 40' HC containers.