



136 MORGAN AVENUE, BROOKLYN, NEW YORK, 11237 PH: 800-656-0005 / FX: 800-909-6610

AUTO CLUB OIL & CHEMICAL PRIVATE LABEL PACKAGING AGREEMENT

(DRAFT)

Date:

Customer Name
CUSTOMER BUSINESS NAME
Street Address,
City, STATE ZIP CODE

Dear:

This document serves as a specified Packaging Agreement between CUSTOMER and AUTO CLUB OIL & CHEMICAL CORPORATION.

AUTO CLUB OIL & CHEMICAL CORPORATION agrees to supply CUSTOMER their private label packages under the conditions set forth and described below and on the attachment.

1. CUSTOMER is responsible for all artwork and plate charges including changes in label or changes necessary to meet regulatory agencies.
2. Pricing of items and labels may vary due to quantities ordered and will be in accordance with the attached pricing - Exhibit A. Prices will be adjusted accordingly when below economic minimums. Terms of Payment shall be in accordance with Exhibit A. AUTO CLUB OIL & CHEMICAL CORPORATION reserves the right to adjust pricing, providing that a 15-Day notice is given to the CUSTOMER. CUSTOMER will be allowed up to 100% more product inventory pull during the 15 day grace period.
3. During the term of this Packaging Agreement, the right of offset for claims arising out of any purchase and sale transaction giving rise to an assigned receivable present or past, shall be limited to the specific receivable created by said transaction.
4. In the event this Packaging Agreement is terminated by either party for any reason, CUSTOMER shall be responsible for all inventories whether it be raw goods (example: labels, labeled containers, reshippers, etc.) or packaged goods. All inventory must be removed and paid for in full within 30 Days after packaging operations have ceased.
5. AUTO CLUB OIL & CHEMICAL CORPORATION, its parent company, its officers and employees will not be responsible or held accountable for; and, CUSTOMER will hold AUTO CLUB OIL & CHEMICAL CORPORATION harmless in respect of:
 - a) Unauthorized third party use of logos, symbols, trademarks, tradadress, tradenames and any Copyright wording.
 - b) Misrepresentation or formulation of product content.
 - c) Misrepresentation of proper MSDS product forms.

AUTO CLUB OIL & CHEMICAL CORPORATION acknowledges that CUSTOMER has expended substantial sums for the establishment and protection of the CUSTOMER's trademark and agrees to reasonably cooperate with CUSTOMER to maintain the enforceability of CUSTOMER's trademark. AUTO CLUB OIL & CHEMICAL CORPORATION will not take or permit any of its agents or employees to take any actions which would materially adversely affect the enforceability of the CUSTOMER's trademark. Further, AUTO CLUB OIL & CHEMICAL CORPORATION will not affix CUSTOMER trademark to any products or packages not purchased by the CUSTOMER or use such trademark in any way in connection with any other products not sold to the CUSTOMER.

6. In the event of termination of this agreement, CUSTOMER shall purchase a 60-Day inventory of all labeled products at the current selling price to the CUSTOMER plus a 50-Day inventory of labels, cartons and other printed materials with the CUSTOMER logo in AUTO CLUB OIL & CHEMICAL CORPORATION inventory at AUTO CLUB OIL & CHEMICAL CORPORATION cost. AUTO CLUB OIL & CHEMICAL CORPORATION cost shall include its invoiced cost as well as all shipping, handling and acquisition costs.

Please sign and return. If there are any questions, please call me at 1-800-656-0005.

Thank you for choosing AUTO CLUB OIL & CHEMICAL CORPORATION!

Company _____

Sincerely,
Auto Club Oil & Chemical Corporation

Name _____

Title & Date _____

CUSTOMER / AUTO CLUB OIL & CHEMICAL CORP PACKAGING AGREEMENT

EXHIBIT – A

PART#	PRODUCT	CS/PAL	\$/UNIT
TERMS:	2% 20 DAYS NET 30 PREPAID TRUCKLOAD		
00000	Private Label Product, U.O.M.	12/84	\$.00