EXHIBIT A

STANDARD TERMS AND CONDITIONS OF SALE

1. General. This writing constitutes an offer or counteroffer by Amcor Rigid Plastics USA, Inc., or Amcor Packaging Puerto Rico, Inc., (each a "Seller") to sell to Buyer, under the terms and conditions contained herein, the "Product" or "Products" specified in the Seller's Quotation, Order Acknowledgement, or Invoice or the parties' Supply Agreement (each a "Sales Document" and together with these Standard Terms and Conditions, the "Agreement"). Additional capitalized terms used throughout these Standard Terms and Conditions have the meaning set forth in the applicable Quotation, Order Acknowledgement, Invoice or Supply Agreement.

2. Acceptance and Modification. This writing is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are expressly limited to, and made conditional upon, Buyer's acceptance of these Standard Terms and Conditions. Written acceptance, use or retention of the Products, or payment of the purchase price under the Agreement shall be conclusive evidence of Buyer's agreement to be bound by these Standard Terms and Conditions. In no event shall the shipment of Products under the Agreement constitute acceptance by the Seller of any terms and conditions in addition to or different from those provided herein. All terms and conditions, if any, proposed by Buyer are hereby rejected. No such additional or different terms or conditions will be of any force or effect, unless specifically agreed to by an authorized representative of Seller in writing. The Agreement constitutes the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any prior discussions, negotiations, agreements and understandings. Modifications to the Agreement can be made only by a writing signed by a duly authorized representative of each party.

3. Delivery. Unless otherwise provided in the Agreement, all Products will be delivered F.O.B. Seller's Facility. In the event that scheduled delivery of Products is delayed by Buyer, Seller may store such Products for the account and the risk of Buyer. Seller guarantees no delivery dates, as such dates are estimates only, and reserves the right to make delivery in installments to fill an order. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any Force Majeure. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of the underlying order.

4. Sales Price.

    a. The price of the Products is subject to change based on certain factors that impact Seller's costs, including without limitation, the cost of raw materials (e.g. resin), the cost of special features (e.g. colorant, additives, decoration, labels, etc.) or Seller's operational costs (e.g. energy, labor, packaging, etc.). Any changes to the price are effective as of the first day of the following month. Buyer's requirement of certain raw materials other than Seller's stock raw materials may result in additional charges based on the additional costs incurred by Seller in its procurement of such raw materials (e.g. LTL up-charge). The price of special features (e.g. colorant, additive, etc.) will be determined after Buyer's approval of such special features. Buyer shall

be responsible for testing and approving raw material and special feature compatibility, function and performance with its end-product.

b. The Products are sold at rates stated in the Agreement at the time of shipment. Unless otherwise specified in the Agreement, all prices are quoted and payable in U.S. dollars. The prices quoted do not include any taxes imposed on the sale of the Products. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, GST, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority (whether domestic or foreign, or federal, state or local) on or measured by the transactions between Seller and Buyer (other than income taxes imposed on Seller) shall be added to the price of the Products, invoiced separately, and paid by Buyer in addition to the prices quoted or invoiced. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

5. Terms of Payment. Unless otherwise provided in the Agreement, all invoices shall be paid within twenty (20) days after the date of the invoice. If Buyer fails to pay any invoice when due, or if, in the judgment of Seller, the financial condition of the Buyer at any time prior to shipment does not justify the extension of credit, then Seller may require payment in advance or otherwise modify the payment terms upon notice to Buyer. All delays occasioned by acts of Buyer shall be at the expense of Buyer. Seller reserves the right to assess reasonable charges for its expenses resulting from such delays. All shipments shall be separately invoiced and paid for without regard to subsequent deliveries. Interest at the rate of one and one-half percent (1 ½%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Seller for all costs and expenses (including attorneys' fees and the costs of bringing any action) incurred in collecting any amounts past due. If a dispute arises between the parties concerning Buyer's alleged right to setoff or recoupment against Seller or its affiliates, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the foregoing, Buyer acknowledges and agrees that payments owed to Seller for Products supplied under the Agreement are not subject to any setoff or recoupment by Buyer unless and until Seller agrees in writing to such setoff or recoupment, and that Buyer shall not exercise its right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim.

6. Title; Risk of Loss. Regardless of the shipping arrangements made, title and risk of loss or damage and any further cost and responsibility for claims, delivery, and, if applicable, placement and storage shall pass from Seller to Buyer, and delivery shall be deemed to be complete, upon delivery by Seller to a private or common carrier, or upon moving into storage, whichever occurs first.

7. Security Agreement. To secure payment of the price payable under the Agreement and performance of all of Buyer's obligations under the Agreement, Buyer hereby: (i) grants to Seller a purchase money security interest in all Products; and (ii) authorizes Buyer to file such financing statements and other documents, and agrees to execute such other documents and to do such other acts, as Seller may reasonably deem necessary or advisable to protect its rights in such Products. In the event Buyer breaches the terms or conditions of the Agreement, including, but not limited to, any past due balances, together with interest, costs and attorneys' fees as permitted herein, Seller shall have the rights and remedies of a secured creditor under the Uniform Commercial Code.

8. Materials and Equipment. Any material or equipment (e.g. jigs, dies, tools, printing plates and cylinders, etc.) that Seller purchases, constructs, fabricates or otherwise acquires for use exclusively in the manufacture of the Products for Buyer shall be and remain Seller's property and in Seller's possession and control. Any charges by Seller to Buyer for any material or equipment shall not confer on Buyer any right of any kind with respect to such material or equipment, and such charges shall relate solely to the cost to Buyer for Seller's use of the materials or equipment to manufacture the Products. In the event Seller has not used any material or equipment in the manufacture of the Products for Buyer for a period of twelve (12) consecutive months, Seller may make such disposition or use of the material or equipment (including without limitation, the use of material or equipment to manufacture products for customers other than Buyer) as Seller desires without liability to Buyer. Any artwork or engraving made by Seller will also remain Seller's property, and Seller shall have the right to the sole and exclusive possession and control of such artwork or engraving. Seller shall have ownership of, and the exclusive right to license, any experimental or creative work performed under the Agreement.

9. Insurance. Until Seller has received full payment of the price payable under the Agreement, Buyer shall (i) maintain insurance covering all Products in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, naming Seller as insured or coinsured, and shall, upon Seller's request, furnish evidence of such insurance satisfactory to Seller, and (ii) upon request by Seller, do all things necessary or desirable to adequately insure the Products against loss or damage.

10. Force Majeure. Seller shall not be liable for any event or contingency reasonably beyond the control of the party whose performance is interfered with, including acts of God, fire, explosion, flood, storm, lightening, earthquake, or other catastrophes, riot, civil commotion, war (declared or undeclared), warlike operations or hostilities, revolution, act of terrorism, riot, civil commotion or public disorder, boycott, acts of the government of any country, state, political subdivision or regulatory agency thereof or entity created thereby, accident, epidemics or quarantine restrictions, strike, work stoppages, slowdown, lock-out or other labor action, power failure or shortages of power or raw materials, failure of or inability to obtain machines, unavailability or interference with the usual means of transportation.

11. Limited Warranty.

    a. Seller warrants for a period of ninety (90) days from delivery of the Products that the Products delivered hereunder meet the Specifications stated in the Agreement. This warranty is expressly in lieu of and excludes any and all other warranties, express or implied.

    b. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN THIS PARAGRAPH 8. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

    c. Buyer assumes all risk and liability resulting from use of the Products, whether used singly or in combination with other products.

d. The warranty set forth in Paragraph 8 shall not apply in the event of defects or damages caused by: (i) failure of Buyer to comply with any operational or maintenance guidelines or requirements; (ii) physical abuse of the goods or any component or acts of vandalism by any persons other than Seller, its employees, agents, or subcontractors; (iii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than Seller, its employees, agents or subcontractors; or (iv) accidents or damage resulting from fire, water, wind, hail, lightening, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the sole negligence of Seller or its employees, agents, or subcontractors.

12. Limitation of Remedies for Breach. In the event of a breach of warranty by the Seller, Seller shall be given reasonable and prompt opportunity to examine any claim of defect by the Buyer. Buyer agrees that its sole and exclusive remedy against the Seller shall be limited to either repair or replacement of the Products or a refund of the purchase price for the defective Products only at Seller's option. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing to repair or replace the defective Products.

13. Limitation of Damages.

    a. THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE IN THE CLAIM.

    b. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY INCLUDING THIRD PARTY CLAIMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    c. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH 10 SURVIVES BETWEEN BUYER AND SELLER EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

14. Indemnification. The Buyer agrees to fully indemnify and hold harmless the Seller from all actions, claims, costs, damages, liabilities and expenses, including reasonable attorneys' fees, which may be brought or made against Seller which in any way arise out of, or by reason of, or are claimed to arise out of, or by reason of, the use or misuse of the Products hereunder, excepting only such actions, claims, costs, damages, liabilities and expenses resulting from the sole negligence of the Seller. The intent hereof is that the Buyer shall fully indemnify and hold harmless the Seller to the maximum extend allowable by law.

15. Attorneys' Fees. In the event of Seller's enforcement of any term or condition in the Agreement, Buyer shall be liable to Seller for all costs, including attorneys' fees, incurred by Seller in enforcing the Agreement and in collecting any sums owed by Buyer to Seller.

16. Assignability. No assignment of the Agreement or of any right or obligation under the Agreement shall be made by Buyer without the prior written consent of Seller. In the event of a proper assignment, the Agreement shall be binding upon and inure to the benefit of the Buyer's successors and assigns.

17. Non-Waiver. Seller's failure at any time to insist upon strict performance by Buyer of the terms of the Agreement, shall not be construed as a waiver of Seller's right to demand strict performance. The express waiver of one provision of the Agreement shall not be deemed a waiver of any other provision of the Agreement.

18. Governing Law. The Agreement shall be governed by and construed according to the internal laws of the State of Michigan and, additionally, with respect to Products delivered outside the United States, the United States of America (without reference to principles of conflicts of laws). The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.