

TERMS AND CONDITIONS

Chardon Custom Polymers, LLC, herein referred to as the "Company," hereby accepts or confirms the order referred to on the face hereof (the party placing such order being herein referred to as the "Buyer"), provided acceptance of any order of Buyer is conditioned upon Buyer's express consent to the terms and conditions set forth hereinafter and on the face hereof. Any inconsistent or additional terms contained in Buyer's order are hereby rejected unless expressly accepted in writing by a duly authorized official of the Company. The terms and conditions stated herein shall represent the entire understanding of the parties, unless modified in a writing executed on behalf of each party. Waiver of either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

PRICES AND TAXES: All prices are subject to change without notice. **SHIPMENTS WILL BE INVOICED ON THE BASIS OF PRICING IN EFFECT ON THE DATE OF SHIPMENT.** Buyer will be responsible to pay all taxes, duties and charges whatsoever incident to or imposed upon transportation, sale, use or exportation of the products purchased by Buyer. Buyer shall reimburse the Company for all taxes, excises or other charges which Company may be required to pay to any Government (National, State, or Local) upon the sale, production or transportation of the products sold hereunder. Any portion of the price which is not paid in accordance with the terms of payment herein stated shall be assessed a late payment service charge of 1 ½ % per month. In the event Buyer fails to fulfill the terms of payment, or in case Company shall have any doubt at any time as to Buyer's financial responsibility, Company may decline to make further deliveries except upon receipt of cash or satisfactory security. Payment will be net 30 days from the date of delivery or date of invoice, whichever is earlier. All payments to the Company will be made in U.S. currency. Company will invoice Buyer for all logistic charges and shipping costs, including, without limitation, all freight, insurance, taxes, duties and other similar charges.

DELIVERY: Any dates or schedules which may be specified for the delivery of the products covered hereby have been stated only approximately and are estimated from the date of receipt of Buyer's order, with complete drawings, specifications, designs, samples and other information reasonably requested by the Company in order to proceed with the manufacture of the products and the Company shall not incur any liability, either direct or indirect, nor shall any order be canceled, because or as a result of any delays in meeting such dates or schedules. In the event of inability for any reason, to supply the total demands for the material specified in Buyer's order, Company may allocate its available supply among any or all purchasers, as well as departments and divisions of Company on such basis as Company may deem fair and practical without liability for any failure of performance which may result therefrom. Buyer will bear all risk of loss with respect to the shipment of product upon Company's delivery F.O.B. Company's Chardon, Ohio facility. Selection of the carrier and delivery route shall be made by Company unless specified by Buyer. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

ACCEPTANCE OF RAW MATERIALS AND RETURNS: Inspection and acceptance of the products shall be buyer's responsibility. Buyer is deemed to have accepted the products unless written notice of rejection is received by Company within ten (10) days after delivery of the products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery.

FORCE MAJEURE: Neither party hereto shall be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including, without limiting the generality of the foregoing, acts of government, embargos, explosions, acts of God or a public enemy, terrorism, vandalism, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, inability to procure necessary raw materials, supplies or equipment, fuel, equipment or supplies of power, riots or other civil commotions, and war.

LAWS, ORDINANCES AND REGULATIONS: The Company shall utilize reasonable efforts to cause the products to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of scope. However, the Company shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances codes and/or regulations which may at any time be in effect at any location where the products are to be utilized, unless such responsibility shall be expressly assumed by the Company in writing.

CHANGES IN DETAIL OF DESIGN: The Company shall be entitled to make any and all changes in details of design, fabrication or arrangement of the products as the Company in its sole discretion determines will constitute an improvement upon the products or any specifications or designs previously furnished to the Buyer.

PRODUCTS MADE TO BUYER'S SPECIFICATIONS: The Company **NO WARRANTY WHATSOEVER**, except as to title, with respect to products manufactured, compounded and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend and save the Company harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Company by reason of its manufacture or sale of such products made according to Buyer's specifications.

WARRANTY: Products which prove defective within thirty (30) days from date of shipment will be repaired or replaced by the Company when such defects are due to defective materials supplied by the Company or defective workmanship of its employees, provided the products shall have been properly utilized during the warranty period, provided, further, that the Company's warranties shall extend only to the original purchaser from the Company, and provided, finally, that the Company shall in no event be responsible for the cost of labor or other charges incurred by Buyer in returning any of the products to the Company for repair or replacement. At all times, the Company shall have the sole right and option to determine whether to repair or replace defective products. No returns shall be made without the prior written consent of the Company.

EXCLUSION OF OTHER WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY A REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED EXPRESS WARRANTIES OR ANY OTHER TERMS HEREOF.

LIABILITY LIMITATION: In no event shall the Company be liable to the Buyer or to any third party for consequential, incidental, indirect, exemplary or special damages resulting from or in any manner related to the products, their delivery, non-delivery, design, use, or any inability to use the same, whether such damages be claimed under contract, tort or any other legal theory, it being understood that the sole and exclusive remedy of the Buyer or any third party shall be the repair, correction or replacement of defective products pursuant to the "WARRANTY" provisions hereinabove contained. Should the products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price upon return of the products to the Company.

CANCELLATION OR CHANGES OF ORDERS: No orders may be withdrawn or canceled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of reasonable amount acceptable to the Company. In the event Buyer shall request changes in this order after receipt thereof by the Company, Buyer shall be responsible for all charges reasonably assessed by the Company with respect to such changes and delay in delivery.

NO PROTECTION FROM CLAIM OF INFRINGEMENT: The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.

ASSIGNMENT; AMENDMENT: Neither this Agreement nor performance thereof may be assigned by either party without the prior written consent of the other party. This Agreement may not be amended except in a writing signed by both parties.

APPLICABLE LAW: The terms and conditions applicable to the performance of the transaction will be governed by and interpreted in accordance with the laws of the State of Ohio without regard to conflict of laws' principles, and each of the parties hereto submits to the jurisdiction of any State or Federal Court located in or being the Court of jurisdiction for Geauga County, Ohio for the purposes of enforcing this Agreement or resolving any dispute arising in connection with this Agreement. Wherever and whenever there any between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

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