

Teknor Apex Procurement Terms and Conditions

1. AGREEMENT - The terms and provisions of this Purchase Order complete the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements either verbal or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending same will be binding upon either party hereto, unless in writing, signed by a duly authorized officer or representative.

2. DELIVERY SCHEDULES - Time is of the essence. In accepting this order, Vendor agrees to perform this order and make deliveries hereunder as required hereby. Deliveries are to be made both in quantities and at times specified in schedules furnished by Purchaser and shall not be excused by Vendor's inability to obtain materials, supplies or labor from its usual sources. Purchaser will have no liability for payment for material or items delivered to Purchaser which are in excess of quantities specified in the delivery schedules. Purchaser may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.

3. PRICING - This order shall not be filled at prices higher than indicated on the face hereof unless otherwise provided in writing. If price is not indicated on this order, Vendor agrees that the materials and/or service specified will be charged at the lowest prevailing market price on date of shipment or at the price applied upon Purchaser's last similar order with Vendor, whichever be the lower.

4. SHIPPING - All material or goods shall be suitably packed, marked and shipped in accordance with Purchaser's instructions or, in the absence of such instructions, in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no additional charge shall be made to Purchaser therefore unless otherwise stated herein. Breakage or damage will be charged to Vendor. Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Vendor in accordance with instructions issued by Purchaser. Vendor agrees to describe material or goods on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Purchaser.

5. CHANGES AND DELETIONS

5.1 Purchaser may at any time, by written order, make changes in quantities or in drawings and specifications, require additional work or direct the suspension or omission of work covered by this Purchase Order. If such changes cause an increase or decrease in the amount due hereunder or in the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified accordingly by appropriate change order.

5.2 Seller needs to notify buyer of any changes made to the product and or service being procured here within changes constitute the following: specification, formulation, equipment, process, feed stock, packaging, and/or location. Seller should use reasonable judgement to notify buyer immediately of pending changes that may impact the safety, quality, and efficacy of the product and or service being procured within.

6. INSPECTION - Goods purchased are subject to inspection and approval by the Purchaser or Purchaser's customer, at ultimate destination. Title to, and (except as hereinafter provided) risk of loss for the goods shall pass only upon delivery to, and inspection at, ultimate destination.

7. WARRANTY - Vendor expressly warrants that all articles ordered to specifications will conform thereto and to drawings, samples or other descriptions furnished by Purchaser or if not ordered to specifications will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good quality and workmanship, and free from defect for a period of one year from date of final acceptance by the Purchaser or longer if so required by the Contract. The terms of this Contract and Purchaser's instructions in regard to it must be followed carefully and Vendor assumes responsibility for any damage resulting from any failure to comply fully therewith. Such damage will include any expense and liability foreseen or unforeseen which Purchaser may incur in connection with this Contract and the delivery of the goods mentioned herein to Purchaser's customer(s) which result from any such failure on the part of the Vendor. Vendor agrees to indemnify and hold Purchaser harmless from all claims, liability, loss, damage and expense, including attorney's fees, incurred or sustained by Purchaser by reason of any breach of any warranty contained herein.

These express warranties shall survive delivery and shall not be deemed waived either by reason of Purchaser's acceptance of said commodities, work or services or by payment for them. Any deviations from the requirements set forth herein must be approved in writing by an officer of the Purchaser. No disclaimer of warranty or limitation of warranty or liability or exclusion of types of damages for breach of warranty shall have any effect whatsoever nor shall such disclaimer or limitation of warranty or liability or exclusions of types of damages be considered a part of the Contract.

8. INFRINGEMENT- Vendor warrants that the articles described herein, and the sale or use of them will not infringe on any U.S. patent. Vendor also covenants that it will defend at its cost and expense, every action which of any patent by reason of the sale or, use of such article and Vendor agrees to pay all costs, damages, fines and profits recoverable in any such action as well as pay all royalties and license fees required for the continued use and sale of said articles.

9. TERMINATION - In the event the Vendor shall be adjudged as bankrupt, or make a general assignment for the benefit of creditors, or a Receiver be appointed on account of the insolvency of the Vendor, or should the Vendor at any time refuse or neglect to make delivery within the times provided or fail in the performance of any of the agreements herein contained or adopted, Purchaser shall be at liberty without prejudice to any other right or remedy and on three days' notice to the Vendor, to make arrangements with another supplier to provide the Items ,herein ordered and to deduct the cost thereof from any payments there or thereafter due the Vendor or to terminate the agreement and to hold the Vendor liable for any additional costs thereby incurred.

10. GENERAL - The Purchaser has the right to return defective material or over-shipments at the expense of the Vendor. All discount periods shall commence on the date of receipt by Purchaser of the material or invoice therefor, whichever date is later. All shipments will be D.A.P. (Our Facility) Incoterms® 2010 for shipments originating within the United States and D.D.P. (Our Facility) Incoterms® 2010 for shipments originating outside of the United States unless otherwise noted on the Purchase Order. No additional charges for boxing, packing or any other extras will be allowed unless agreed to in writing by the Purchaser. The laws of the State of Rhode Island shall govern this contract and its performance. Supplier shall comply with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of this purchase order, including, but not limited to, all applicable laws, rules and regulations relating to international trade, human rights, human trafficking in supply chains, illegal labor practices, embargos, conflict minerals, import and export control and sanctioned party lists.

11. INDEMNIFICATION AND INSURANCE — If this order covers the performance of labor, or operation of a motor vehicle, or Involves the presence of Vendors agents, servants, employees or representatives at premises owned, leased or controlled by Purchaser or at which Purchaser is performing services or doing work for others, Vendor agrees to defend and indemnify Purchaser against all liabilities, claims or demands for injuries or damage to any person or, proper arising out of the, performance of this order and to defend and indemnify Purchaser against all liabilities, claim or demands for injury of Vendor is agents, servants, employees or representatives of every nature and description Including those arising out of Purchaser's negligence. Vendor further agrees to furnish upon Purchaser's request insurance. Carrier's certificates showing the Vendor has adequate workers' compensation, public liability, motor vehicle liability and property damage insurance coverage. The purchase of such, Insurance coverage or the furnishing of the aforesaid certificate shall not be in satisfaction of Vendors liability hereunder or in any way modify Vendor's indemnification of Purchaser.

12. REMEDIES - The remedies herein shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision. Vendor shall be liable for all damages, direct and indirect resulting from the breach of any of the terms and conditions herein contained. The laws of the State of Rhode Island shall govern this contract.

13. SERVICES -In the event services are to be performed by the Vendor, whether or not at Purchaser's plant site, all services to be performed shall be under the supervision of Vendor or its agent. Vendor shall at all times carry, such property and personal Injury Insurance as Purchaser determines is appropriate to the nature and location of such services. Purchaser shall not be liable for injury or damage caused through Vendor's negligence during the performance of such services. During the performance of such services Vendor shall abide by all Federal and State laws, including OSHA.

14. SUPPLIER CODE OF CONDUCT —Supplier shall abide by the Teknor Apex Company Supplier Code of Conduct and ensure that the principles embodied therein are likewise followed throughout their supply chain.