

MAYSER POLYMER USA, INC.
TERMS AND CONDITIONS OF PURCHASE

Every product (each, a “Product”) purchased by, and every service (“Service”) rendered to, Mayser Polymer USA, Inc. or any of its affiliates (“Mayser”) from the seller or service provider (“Seller”) is sold or rendered subject to the following terms and conditions (these “Terms and Conditions”):

1. Priority of Terms and Conditions. Mayser hereby notifies Seller in advance that Mayser objects to any terms and conditions in Seller's quotation, invoice or other document that are additional to or different than these Terms and Conditions, whether or not the additional or different terms would materially alter these Terms and Conditions. If a contract between Mayser and Seller is established through performance or other conduct, the terms and conditions of that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather these Terms and Conditions will be a part of that contract and will prevail over the conflicting and/or different terms and conditions of any other document forming a part of the contract.

2. Order Changes. Mayser reserves the right at any time to change the type, quantity, and place and/or time of delivery of the Products or Services. If any such change causes an increase or decrease in the cost of or the time required for Seller's performance, an equitable adjustment may be made in the price and/or delivery schedule. Any claim for adjustment by Seller will be deemed waived unless made within 10 days after receipt of the change. Nothing contained herein will relieve Seller from its obligation to proceed without delay to perform any order, as changed. Mayser may cancel without liability any order at any time prior to Mayser's receipt of the ordered Products or Services.

3. Price; Payment Terms. Prices are FOB Mayser-specified destination and include packing and shipping charges. For international transactions, delivery terms are Delivered Duty Paid (DDP) (Incoterms 2010) Mayser-specified destination. Seller's prices include all applicable taxes, duties and levies, including but not limited to sales, use, value-added, and excise taxes. If Seller reduces its prices or fees to any customer prior to delivery of the Products or rendering of the Services, the lower prices or fees will apply to Mayser. Payment is due in U.S. dollars in accordance with any payment schedule agreed to in writing by the parties, or if no schedule has been agreed to in writing, then within 45 days after Mayser's receipt of Seller's invoice.

4. Shipping; Risk of Loss. Seller, at its own risk and expense, will deliver the Products and/or perform the Services at the place(s), in the manner, and at the times specified by Mayser. Time is of the essence. Mayser may return or store, at Seller's risk and expense, any Products delivered prior to the specified date(s). If Seller does not deliver the Products or perform the Services within the time(s) specified, Mayser may, in addition to its other rights and remedies: (i) terminate the affected order; (ii) obtain substitute goods or services elsewhere and Seller will pay all costs and expenses associated therewith; and (iii) expedite shipment of the Products and Seller will pay all costs and expenses associated therewith.

5. Warranties. In addition to Seller's other warranties and to the warranties provided by law, Seller warrants that all Products delivered to Mayser will (i) comply with any specifications delivered by Mayser to Seller (the "Specifications"), (ii) be merchantable, (iii) be free from defects, (iv) be of good material and workmanship and (v) be fit and sufficient for the purposes intended. Seller warrants that all Services rendered to Mayser will be performed in a good and workmanlike manner by qualified personnel and in accordance with any Specifications and all applicable laws and regulations. Professional Services will be performed in accordance with all applicable professional standards for the field of expertise. Seller further warrants that on delivery Mayser will receive good title to the Products, free and clear of all claims, liens and encumbrances, and that the Products and Services will be free from any actual or claimed infringement of any patent, copyright, trademark or other intellectual property right, except to the extent such infringement arises directly out of Seller's compliance with the Specifications. The foregoing warranties will survive acceptance and payment by Mayser and shall extend to future performance for a period of five (5) years after delivery of the applicable Products and/or Services to Mayser (or for such longer period as Seller's warranties may specify).

6. Inspection and Testing. Mayser will be entitled to inspect and test the Products, or the results of the Services, within a reasonable time after delivery, which Seller acknowledges will be not less than 60 days after receipt of the Products or final completion of the Services. Final acceptance of the Products or Services will not be deemed to have occurred until the expiration of the inspection period. Neither Mayser's failure to conduct inspection or testing, nor the failure to discover nonconforming Products or Services, nor payment by Mayser will prejudice Mayser's continuing right to reject (or revoke acceptance of) nonconforming Products or Services and to avail itself of any other remedy to which Mayser may be entitled.

7. Services Personnel. All personnel performing Services shall be qualified to perform the tasks assigned to them. Mayser will have the right to review and approve any personnel assigned to perform Services. Within two (2) business days after written notice from Mayser that Seller replace any of its personnel who perform Services, Seller will replace such person with a qualified employee who is reasonably satisfactory to Mayser.

8. Limitation of Liability. Mayser's liability arising out of or in connection with any order will not exceed the price or fees allocable to the Product (or unit thereof) or Service giving rise to the claim.

9. Indemnity. Seller will indemnify, hold harmless, and, at Mayser's request, defend Mayser and its shareholders, directors, officers, employees, agents and affiliates from and against any and all damages, loss, liability, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) arising, directly or indirectly, out of or in connection with (i) any claim that the items covered by this order are defective or are otherwise not in compliance with Seller's warranties, (ii) any claim of infringement of any patent, copyright, trademark or other intellectual property right (whether U.S. or foreign) relating to the goods furnished by Seller to Mayser, and (iii) any breach of this Agreement, misrepresentation, negligence or misconduct on the part of Seller, its employees, subcontractors or agents. The foregoing indemnity will remain operative and in full force and

effect regardless of any termination or expiration of this contract, and will be in addition to any liability that Seller otherwise may have to Mayser.

10. No Waiver. The failure of either party to insist upon performance of any of these Terms and Conditions or to take advantage of any of its rights hereunder will not be construed as a waiver of such provisions or the relinquishment of such rights. No single or partial exercise by either party of any right or remedy will preclude other or further exercise thereof or the exercise of any other right or remedy.

11. Governing Law; Forum Selection. This contract, all rights and obligations between the parties to this contract, and all claims arising out of or relating to the subject matter of this contract (including tort claims), will be governed by the laws of the State of Michigan, U.S.A., without regard to conflict of laws principles. Any litigation or other legal proceeding based upon or related to this contract, its subject matter, or the rights or obligations of the parties to this contract, must be brought and shall remain exclusively in an appropriate court of competent jurisdiction (state or federal) located in Wayne County, Michigan (if the action is brought in state court) or in the Eastern District of Michigan (if the action is brought in federal court). The rights and obligations of the parties to this contract will not be governed by the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of the State of Michigan.

12. Entire Agreement. This order contains the entire agreement between the parties related to its subject matter and supersedes all prior or contemporaneous understandings, statements or agreements between the parties on such subject matter. Seller acknowledges and agrees that no employee, officer, agent or representative of Mayser has the authority to make any representations, statements or promises in addition to or in any way different than those contained herein, and that Seller is not entering into this contract or transaction in reliance upon any representation, statement or promise of Mayser except as expressly stated herein. No changes, amendments or clarifications of these Terms and Conditions will be valid or effective unless in writing and signed by an authorized representative of the party to be bound.