

1. ENTIRE AGREEMENT, AMENDMENT, REQUIREMENTS IN WRITING

These General Terms and Conditions of Sale, together with the invoice or sales confirmation to which they are attached, contain the entire agreement (the "Agreement") between the parties regarding the sale and purchase of the **Natural Polymers** products described therein (the "Products"), supersede and replace all prior agreements, and there are no representations, understandings or agreements, oral or written, that are not included herein or therein. Seller's offer to sell Buyer the Products is expressly made conditional on Buyer's assent to these General Terms and Conditions Governing Sale. This Agreement shall not be modified or amended orally, by the terms of purchase orders or other documents issued unilaterally by Buyer (and the terms proposed by any such purchase order or other documents are specifically objected to and shall not be the basis for the Agreement regarding the Products), or by any course of dealing or trade usage, but only in a writing executed by both parties. This Agreement is, however, subject to the terms and conditions of any written sales agreement executed by both parties hereto under which it is issued. In These General Terms and Conditions of Sale, together with the invoice or sales confirmation to which they are attached, contain the entire agreement (the "Agreement") between the parties regarding the sale and purchase of the **Natural Polymers** products described therein (the "Products"), supersede and replace all prior agreements, and there are no representations, understandings or agreements, oral or written, that are not included herein or therein. Seller's offer to sell Buyer the Products is expressly made conditional on Buyer's assent to these General Terms and Conditions Governing Sale. 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2. PAYMENT

Unless otherwise set forth on the first page of any invoice issued by Seller to Buyer, Buyer shall pay Seller for Product within 30 days from the date of Seller's invoice by check, wire or electronic funds transfer in immediately available funds in U.S. Dollars. If Buyer fails to pay Seller in accordance with the above terms, then Seller, at its option and without prejudice to its other rights and remedies, may (A) terminate this Agreement forthwith and without notice, (B) suspend deliveries until all indebtedness is paid in full, and/or (C) place Buyer's shipments on a cash-in-advance basis. In the event of default in payment, Buyer shall pay Seller's costs of collection, including, but not limited to, reasonable attorneys' fees. Interest at the maximum rate allowed by applicable law may be charged on past due accounts. If, in the reasonable opinion of Seller, Buyer's financial condition or Buyer's ability to perform is impaired or unsatisfactory, then Seller, at its option and without prejudice to its other rights and remedies, may (A) suspend deliveries, or (B) place Buyer's shipments on a cash-in-advance status until arrangements are made for security or other assurances satisfactory to Seller, at Seller's sole discretion. Seller may establish a credit limit for Buyer's account. Seller reserves the right to refuse to make shipments to Buyer if such shipments would cause Buyer to exceed such credit limit. Seller may increase or decrease such credit limit from time to time, in its reasonable discretion.

3. PRICE ADJUSTMENTS

Seller may revise the price of any Product upon notice to Buyer. Such revised price shall be paid by Buyer on all shipments made on and after the effective date of the price change, irrespective of the dates when the orders for such shipments were placed. If Seller desires to revise any price, but is prevented from so doing by any law, governmental decree, order or regulation, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, Seller shall have the right to revise this Agreement in order to most nearly accomplish the original intent of this Agreement or terminate this Agreement immediately upon written notice to Buyer.

4. DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise agreed to in writing by Seller, delivery of the Products by Seller to the carrier at Seller's designated shipping point(s) shall constitute delivery to Buyer. Notwithstanding any other provision of this Agreement, title and risk of loss of Product shall pass to Buyer at Seller's designated shipping point(s).

5. FREIGHT AND TAXES

Any increase in freight rates paid by Seller on deliveries covered by this Agreement and any tax or governmental charge or increase in same hereafter becoming effective and increasing the cost to Seller of producing, selling, or delivering the Products or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of the sale of any product hereunder, such as Sales Tax, Value Added Tax, Use Tax, Retailer's Occupation Tax, or Gross Receipts Tax, may, at Seller's option, be added to the purchase price of the Products.

6. QUANTITY AND QUALITY TESTING

Seller's weight and/or other measurements of Product shall be conclusively binding unless proved to be in error. Seller's laboratory analysis and methods shall determine whether Product specifications have been met and are conclusively binding, unless Buyer proves to Seller's reasonable satisfaction that Seller's analysis report is erroneous. No Product quantity claims will be made unless the difference is more than one-half of one percent (0.5%) of the invoiced quantity.

7. CONTAINERS, DETENTION AND DEMURRAGE

If shipment requires use of returnable containers or tote bins, title to such containers and tote bins shall remain in Seller and a deposit in an amount required by Seller shall be made at the time the shipment is ordered. Such containers and tote bins shall be returned in good condition within 60 days from the date of shipment, freight charges collect. Upon such return, Seller shall refund the deposit. Any demurrage or detention fees charged by a carrier on delivery vehicles, machines, or equipment shall be paid by Buyer. Any demurrage or detention fees charged by Seller on delivery vehicles, machines or equipment shall be paid by Buyer.

8. EXCUSED PERFORMANCE

When Seller's ability to manufacture or deliver Product, or to otherwise perform under this Agreement is impeded, restricted, or affected (A) by any of the following causes (or cause similar thereto) (i) fire, explosion, flood, storm, earthquake, tidal wave, act of God, terrorism, war, military operation, national emergency, civil commotion, or other event of the type of the foregoing, (ii) any strike or other difference with workers or unions (without regard to the reasonableness of acceding to the demands of such workers or unions), (iii) any governmental law, regulation, decree, order, or similar act, or (iv) any shortage in supplies of, or impairment in the facilities of production, manufacture, transportation or distribution of Seller attributable to (a) mechanical or other interruption, breakdown or failure, (b) the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Seller's compliance therewith, (c) governmental proration, regulation, or priority, or (d) the inability of Seller to obtain from its usual sources, on terms and conditions deemed practical by Seller in its sole judgment, any right, equipment, labor, transportation, or any feedstock or other raw material (including energy) necessary for manufacturing, producing or delivering Product, or (B) by any cause beyond Seller's reasonable control, whether similar or dissimilar to any aforementioned cause, then Seller shall have the right, in its sole discretion, by notice to Buyer, to reduce, in part or in full, deliveries of Product hereunder, and Seller shall have no liability or responsibility to Buyer for any loss or damage resulting from such reduced deliveries; any such deliveries so reduced shall be permanently canceled rather than merely suspended. If Seller's ability to supply Buyer with Product from Seller's facilities is impeded, restricted, or affected by one or more of the aforementioned causes, then Seller shall not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers of Product. Seller's obligation to sell Product is subject to modification and reduction in accordance with any present or future allocation program of Seller or of any governmental authority.

9. ALLOCATION

If sufficient Product is not available for any reason, Seller may allocate Product among its customers, affiliates, and/or for Seller's internal use. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer agrees to pay all additional costs associated with such Product. Allocation of Product pursuant to this paragraph shall completely satisfy and discharge Seller's supply obligations.

10. DISCLAIMER. SELLER WARRANTS THAT AT THE TIME AND PLACE OF DELIVERY ALL PRODUCTS SOLD HEREUNDER SHALL CONFORM TO THE WRITTEN SPECIFICATIONS PROVIDED TO BUYER BY SELLER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, OR WARRANTIES AS TO QUALITY OR CORRESPONDENCE WITH PRIOR DESCRIPTION OR SAMPLE, AND THE BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE OF SUCH PRODUCTS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.

Buyer shall examine and test the Products upon receipt. Before Products are used and within 30 days from receipt of shipment, Buyer shall notify Seller in writing of any claims on account of quality, loss, damage, or otherwise. Failure to so notify Seller shall constitute a waiver by Buyer of all claims with respect to such Products.

11. LIMITATION OF LIABILITY

Seller's maximum liability for any breach of this Agreement, or any other claim related to the Product, shall be limited to the purchase price of the Product or portion thereof (as such price is set forth on the first page of Seller's invoice) to which such breach or claim pertains. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR DAMAGE TO REPUTATION. The Product may be or become hazardous. Seller shall not be liable for, and Buyer assumes full responsibility for and liability arising out of the storage, handling, transportation, sale, use and disposal of any Product after delivery to it of such Product. Buyer further acknowledges that: (1) Seller has provided Buyer with certain Product information and training materials; (2) Buyer has reviewed these materials; (3) it is the responsibility of the Buyer to make sure that all individuals who are installing this Product(s) are trained and certified by either **Natural Polymers, LLC** or by a qualified third party recognized by **Natural Polymers, LLC**. If the Buyer is purchasing and installing this product through a secondary party, distributor or manufacturer's representative, the secondary party and the installer are responsible for all necessary training and certification in order to properly install this product.

12. INDEMNITY. SUBJECT TO THE LIMITATION OF LIABILITY PROVISION SET FORTH IN THIS AGREEMENT, EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY HERETO FROM AND AGAINST ALL ACTUAL OR ALLEGED LIABILITY, LOSS OR DAMAGE TO THIRD PARTIES RESULTING FROM THE INDEMNIFYING PARTY'S BREACH OF THIS AGREEMENT, OR FROM THE HANDLING, USE OR DISPOSAL OF OR EXPOSURE TO A PRODUCT WHILE SUCH PRODUCT IS IN THE INDEMNIFYING PARTY'S POSSESSION OR CONTROL.

13. WAIVER; HEADINGS

The failure of either party to insist upon the performance of any of the covenants or conditions of this Agreement, or to exercise any right or privilege conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect. The headings used herein are for convenience only and shall not be used to construe this Agreement.

14. GOVERNING LAW, WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. FURTHER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

The parties irrevocably submit to the exclusive jurisdiction of the Federal courts of the U.S.A. located in Chicago, Illinois, or the State District Courts of Illinois in DuPage County, Illinois, with respect to interpretation or enforcement of this Agreement.

15. COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable laws, ordinances, and regulations, from whatever authority they may emanate, provided they are not in conflict with U.S. law.

16. TRADEMARKS

Buyer shall not use the trademarks of Seller without Seller's prior written approval. No license or right to use Seller's trademarks is implied or granted. Buyer shall defend, indemnify and hold Seller harmless from and against any expense, judgment, liability or loss, including reasonable attorneys' fees, resulting from any claim of infringement of any patents, trademarks or other third party property rights which result from Seller's compliance with Buyer's specifications or instructions.

17. TECHNICAL INFORMATION

If Seller furnishes technical or other information or advice to Buyer, whether or not at Buyer's request, Seller shall not be liable for, and Buyer assumes all risks related to, such information or advice and the results thereof.

18. INDEPENDENT CONTRACTORS

The parties to this Agreement are and shall remain independent contractors and nothing herein shall be construed to create an association, partnership or joint venture.

19. SEVERABILITY

It is understood and agreed that if any section or portion of this Agreement shall be in violation of any applicable law, such section or portion shall be inoperative, but the remainder of the Agreement shall remain valid and shall continue to bind the parties.