

CHEMSON INC.

1. Agreement

(a) Seller agrees to sell and deliver the goods or services specified in Chemson Inc. (the "Buyer")'s Purchase Order (hereinafter called "P.O.") in accordance with these general terms and conditions (the "Terms"), and any documents specifically incorporated in the P.O., all of which constitute the entire and final agreement of the parties and cancels and supersedes any prior or contemporaneous negotiation, agreements, or information provided to Seller as background in any request for proposal.

(b) By accepting the P.O., Seller acknowledges having actual knowledge of the text of the referenced clauses and documents. The P.O. expressly limits acceptance to the terms of the P.O. and any additional or different terms, whether contained in Seller's forms or otherwise presented by Seller at any time, are rejected unless expressly agreed to in writing by the Buyer by incorporation in the P.O. "Purchase Order or P.O." as used in these Terms means a P.O. transmitted electronically to Seller by the Buyer or delivered to Seller in a paper format. The P.O. may only be modified by the Buyer's issuance of an amended P.O. to Seller.

2. Acceptance

This P.O. may be accepted either by signing and returning the acknowledgment copy hereof, or by shipping in whole or in part the items, articles, or services to be furnished hereunder (hereinafter collectively called "Supplies").

3. Packaging

Unless otherwise specified, all Supplies shall be packaged and/or stored without charge and shall be packaged to: (a) insure safe arrival at their designated destination, (b) secure the lowest transportation costs, and (c) comply with regulations of common carriers.

4. Prices

The prices stated in this P.O. are firm and are not subject to adjustment for changes in volume, changes in the price of raw materials or labor, or changes in currency valuation, or for any other reason, unless (a) a clause specifically incorporated in the P.O. (with Buyer's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that clause, or (b) a document specifically incorporated in the P.O. (with Buyer's written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that document.

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5. Shipment

Supplies shall be delivered in accordance with Buyer's instructions, and Seller shall advise Buyer of the most economical means of delivery. Buyer's P.O. number shall be clearly marked on all packages and documents. Shipping memos or packing lists shall accompany Supplies, and bills of lading or shipping receipts shall accompany invoices. Buyer's count or weight shall be conclusive on all shipments.

6. Delivery

(a) Delivery shall be made as specified, and on schedule. Time is of the essence. Any late delivery shall be a default, and Seller shall be fully responsible for any damages or cost incurred by Buyer. Any Supplies shipped ahead of the delivery schedule shall be treated, for purposes of discounts and payment, as being shipped on the scheduled date.

(b) Title shall not pass to Buyer, and Seller shall bear the risk of loss or damage to Supplies until delivery of said Supplies to the agreed delivery point. Seller shall also bear the risk of loss of or damage to Supplies after Buyer gives notice of rejection; provided, however that Buyer shall be responsible for loss or destruction of, or damage to the articles only if such loss, destruction, or damage results from the negligence of Buyer's officers, agents, or employees acting within the scope of their employment.

7. Payment

Buyer shall pay the price, determined by taking the sum of the unit prices set forth herein, less deductions and/or discounts where applicable, upon delivery and acceptance and upon submission in duplicate of correct and complete invoices or vouchers to: Chemson Inc.-Accounts Payable Dept. Delay in receiving invoices and/or errors or omissions on Invoices shall be cause for withholding payment without losing any discount privilege. Unless otherwise specified, the time for payment and discount, if any, runs from the date of final invoicing under this P.O. Buyer may, at any time and without notice, deduct, set off or recoup Seller's claims against Buyer's claim.

8. Changes

Buyer may at any time by a written order signed by authorized Purchasing Department personnel, and without notice to the sureties, make changes within the general scope of this P.O. in any one or more of the following: (a) drawings, designs, or specifications, where the Supplies are to be specifically manufactured for Buyer in accordance therewith, (b) method of shipment or packing, (c) time and/or place of delivery, (d) order quantity, (e) the period of work performance, and Seller shall comply therewith. If any such change

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causes an increase or decrease in the cost of, or the time required for, the performance of work or any part thereof, an equitable adjustment shall be made in the P.O. price or delivery schedule, or both, and the P.O. shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph must be asserted within thirty days (30) from the date of receipt by Seller of the notification of change. Where the cost of property made obsolete or excess as result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall not excuse the Seller from proceeding with the performance of this P.O. as changed.

9. Inspection

(a) All Supplies shall be subject to inspection and test by Buyer, Buyer's Customer and/or Government Agencies, where applicable, to the extent practicable at all times and places, including the time and place of manufacture, and in any event, prior to acceptance,

(b) If any Supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this P.O., Buyer shall have the right either to reject them or to require their correction and to return them to Seller at Seller's risk and expense, including transportation both ways. Supplies which have been rejected or which require correction shall be removed, or if permitted or required by Buyer, corrected in place, by and at the expense of Seller promptly after notice. Rejected Supplies shall not thereafter be rendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails promptly to remove such Supplies or lots of Supplies which are required to be removed, or promptly to replace or correct such Supplies or lots of Supplies, Buyer may: (1) contract or otherwise replace or correct such Supplies and charge Seller the cost relating thereto, or (2) cancel this P.O. for default.

(c) If any inspection or test is made by Buyer, Buyer's Customer or any Government Agencies on the premises of Seller or a subcontractor, Seller, without additional charge, shall provide all necessary facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. If Buyer or Government inspection or test is made at a point other than the premises of Seller or a subcontractor, it shall be at the expense of Buyer except as otherwise provided in this P.O., provided, that in case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests shall be performed in such a manner as not to unduly delay the work. Seller shall pay any additional cost of inspection and test

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when Supplies are not ready at the time such inspection and test is requested by Buyer or when re-inspection or retest is necessitated by prior rejection. Inspection and acceptance or rejection of the Supplies shall be made as promptly as practicable after delivery to Buyer's plant or to such other place of final delivery as may be specified herein. Failure to inspect and accept or reject Supplies shall neither relieve Seller from responsibility for such Supplies as are not in accordance with the P.O. requirements nor impose liability on Buyer therefor.

10. Hazardous Materials

Before any chemical, material, ingredient or equipment that contains a hazardous material is permitted to be brought into a Chemson facility, a Material Safety Data Sheet (MSDS) must be forwarded to the facility's environmental coordinator, who will complete a review and approve or reject the acceptance of the shipment(s). Shipment(s) made to any Chemson facility not following this procedure may be rejected and returned to Seller at Seller's sole expense and liability.

11. Warranty

In addition to all warranties provided by law or the P.O., Seller warrants that all Supplies shall be free from defects in material and workmanship, be merchantable and shall conform to all specifications, drawings, samples, and descriptions, and if Seller's design, shall be free of design defects and fit and sufficient for the purpose intended. Seller further warrants that Buyer will receive good title to the Supplies, free and clear of all liens and encumbrances and from third party interests, including actual or claimed patent, copyright or trademark infringement. If Buyer shall give notice of any breach of warranty within one year from the date of delivery of any Supplies, in addition to any other remedies Buyer may have, Seller shall replace the defective Supplies at no cost to Buyer and the warranty shall begin anew as to the replacement Supplies. All warranties shall survive Buyer's inspection, delivery, acceptance, approval or payment, and together with any service guarantees, shall run to Buyer and its customers.

12. Termination

(a) Buyer may, by written notice of default, cancel the P.O. in whole or in part if (1) Seller fails to make timely delivery, time being of the essence; or (2) Seller fails to comply with any provision hereof; or (3) Seller fails to make sufficient progress and thereby endangers performance of this P.O. according to its terms; and if Seller fails to cure such failure within

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ten (10) days, or such longer period as may be specified in the notice, from the date of receiving the notice.

(b) If Buyer cancels this P.O. pursuant to this paragraph, Buyer may procure substitute Supplies in a commercially reasonable manner and Seller shall be liable for any excess cost occasioned thereby.

(c) If Buyer cancels pursuant to this paragraph, Buyer, in addition to other remedies, may require Seller to transfer title and to deliver (1) any completed Supplies, (2) any partly completed Supplies, and (3) any plans, drawings, information, and contract rights produced or acquired for the performance of the cancelled portion of this P.O. Payment for completed Supplies shall be at P.O. price and for other items transferred pursuant to this paragraph payment shall be at a price to be agreed upon, but if no agreement can be reached at a reasonable price.

(d) Buyer's rights under this paragraph shall not be exclusive and are in addition to any other rights and remedies Buyer may have.

13. Cancellation and Delay

Buyer shall have the right at any time to cancel all or part of the P.O., or to delay the delivery or performance date of some or all of the Supplies or the services, for any reason, including at its convenience, by giving Seller written notice, without liability. In the event of such notice of cancellation or delay, Seller must notify Buyer within 10 days thereafter of any request for an equitable adjustment to the price or delivery terms, pursuant to the terms in this P.O., to reflect reasonable changes in Seller's cost or delivery schedule caused by the changes. If Buyer cancels all or a portion of this P.O., unless this P.O. expressly provides otherwise, Buyer shall pay Seller reasonable cancellation charges agreed to in writing by the parties, but consisting solely of direct costs for labor and materials for the portion of this P.O. cancelled that was expended by Seller before the cancellation, minus the salvage amount that Seller can realize by selling or using any materials. If Buyer delays the delivery or performance date of some or all of the Supplies or the services under this P.O., Buyer shall pay Seller reasonable delay charges agreed to in writing by the parties, but which shall consist solely of necessary increases in the direct costs of labor or materials for the portion of this P.O. delayed and for which Seller has not been otherwise compensated. Seller shall take all reasonable actions to minimize any cancellation or delay charges and shall provide an accurate accounting of all charges to Buyer at the time Seller makes a request for payment of those charges. Cancellation and delay charges shall not

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include any incidental, consequential or indirect charges, expenses or damages. If the sum of Buyer's prior payments and deposits under this P.O. exceed the cancellation and delay charges, Seller shall promptly refund the balance to Buyer.

14. Waiver

Buyer's failure to insist upon strict performance of any provision of this P.O. shall not be construed as a waiver of subsequent or other breach by Seller.

15. Special Tooling

Unless otherwise specified, items of special tooling, such as jigs, dies, fixtures, molds, patterns, gauges, and test equipment, shall be furnished by Seller as required. Seller shall keep special tooling in good repair and replace it when necessary. Title to such special tooling shall remain in Seller, except that Buyer may reimburse Seller for the cost of the special tooling, or any part thereof, and shall upon such reimbursement become the owner thereof entitled to possession at the completion or earlier termination of this P.O. If Buyer furnished such items of special tooling, title to same shall remain in Buyer and it shall be subject to Buyer's control, except that Seller shall be responsible for upkeep and replacement of such tooling while same is in Seller's possession, it shall be marked or identified by Seller as property of the Buyer, and it shall be safely stored separate and apart from Seller's property.

16. Buyer's Intellectual Property

Buyer owns and retains all of its rights, title and interest in all of its intellectual property, including, but not limited to, patents, patent applications, copyrights, trade secrets, trademarks, trade dress and any other proprietary data (the "Buyer's IP"). Unless expressly provided in the P.O. or otherwise agreed to in writing signed by Buyer, no rights or license is granted under the P.O. to use Buyer's IP other than the right for Seller to use Buyer's IP as required to perform Seller's obligations under this P.O. Seller will not use or disclose Buyer's IP for any other purpose.

17. Third Party Intellectual Property

Seller agrees to indemnify Buyer and its customers against any liability, including costs and expenses for or by reason of any actual or alleged infringement of third party intellectual property arising out of the manufacture, use, sale or disposal of Supplies.

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18. Confidentiality

All drawings, specifications, designs or other information furnished by Buyer to Seller shall be maintained in confidence by the Seller and shall not be reproduced, disclosed, duplicated or used, except to the extent required for the performance of this P.O., without Buyer's express, prior written consent. Upon completion of this P.O., Seller shall promptly return to Buyer all drawings, specifications, and other data furnished by Buyer in connection herewith, together with all copies or reprints made thereof, and Seller shall thereafter make no further use either directly or indirectly of any such drawings, specifications, data or of any information derived therefrom, without Buyer's express, prior written consent.

19. Subcontracting

Seller agrees to obtain Buyer's written approval before subcontracting this P.O. or any portion thereof; provided, however that this limitation shall not apply to the purchase by Seller of standard commercial products or raw material. Seller shall select subcontractors (including supplier) on a competitive basis to the maximum extent practical, remaining consistent with the objectives and requirements of this P.O.

20. Assignment

Seller may not assign this P.O. or any portion thereof except claims for moneys due or to become due hereunder without the express written consent of the Buyer. Any such assignment of moneys due shall cover all amounts payable under the contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties. Payments to any assignee of any moneys due or to become due hereunder shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller arising hereunder. Seller shall supply Buyer immediately with two copies of any such assignment and shall indicate on each invoice to whom payment shall be made.

21. Advertising

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has or has contracted to provide Supplies to Buyer.

22. Indemnification

Seller will defend, indemnify, and hold Buyer and its subsidiaries, including their respective employees, officers, directors, agents or representatives, harmless against all claims, suits, actions or proceedings ("Claims") and pay (i) all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), (ii) fees

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and expenses (including without limitation fees of counsel and experts) and (iii) other costs (collectively, "Expenses") in connection with any breach or non-performance by Seller of the P.O., or for injury or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Seller or its employee, agents, or subcontractors in connection with performing the P.O., either on Buyer's property or in the course of their employment (including without limitation, Expenses arising out of, or in connection with, product recalls and customer satisfaction campaigns).

23. Governing Law

The P.O. and all transactions between Buyer and Seller will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania as if entirely performed therein. The 1980 United Nations Convention on Contracts for the International Sale of Goods is not intended to and does not apply to the P.O. or any transactions pursuant hereto, and Buyer and Seller specifically waive its application to the P.O. or any transactions pursuant hereto.

24. Forum; Venue; Jurisdiction

Any suit, action or other proceeding arising out of or relating to this P.O. or the purchase and sale of the Supplies or the performance of services shall be instituted and maintained in the state courts for the Commonwealth of Pennsylvania, or the United States District Court for the Western District of Pennsylvania. Seller consents to the exercise of jurisdiction over it by such courts for the purpose of any such suit, action or proceeding, and agrees that the venue in such courts is appropriate and the forum is not inconvenient.

25. Compliance with Law

(a) Seller represents that it has complied and will continue, during performance of this P.O., to comply with the provisions of all applicable Federal, State and local laws and with rules and regulations issued pursuant thereto. Without limiting the foregoing general obligation, Seller certifies by acceptance hereof that it has and will comply specifically with the following: (a) The Fair Labor Standards Act of 1938 as amended, (b) The Robinson-Patman Act of 1936 as amended, (c) The Public Contracts (Walsh-Healy) Act of 1936 as amended, (d) The Federal Occupational Safety and Health Act of 1970, (e) The Consumer Product Safety Act of 1972 as amended, (f) the Toxic Substances Control Act (TSCA) (Public Law 94-469), (g) the regulations promulgated by the United States Environmental

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Protection Agency, and (h) The U.S. Foreign Corrupt Practices Act, and all regulations and rules issued under any of the foregoing.

(b) The Seller shall provide without delay at any time on Buyers request all requested information, data and documents, of any nature whatsoever, in relation to the ownership and control of, and the officers of, the Seller and its ultimate beneficial owners, as reasonably required by the Buyer for anti-money-laundering and export and import law compliance. The Seller shall immediately inform the Buyer of any and all changes to the accuracy of information provided pursuant to this clause.

(c) Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods. If one of the contractual parties is subject to sanctions or embargos and the other party is no longer permitted by law - in particular pursuant to foreign trade laws - to trade with the other party, the contract will immediately terminate. In this case, each party has to bear its own costs.

26. Data Protection

(a) Seller acknowledges that in performing services associated with the P.O., Seller may transfer, process, and use the personal information of customers, employees, agents, officers, contractors and other relevant individuals of Buyer ("Data Subjects"). Such personal information may include the name, electronic mail address, or other information relating to the Data Subject. Seller accepts that it and any other parties acting under Seller's authority shall process personal information only as directed by Buyer, including complying with applicable Buyer privacy and data protection policies as well as other Buyer privacy and data protection requirements in connection with any particular P.O. Except as necessary to perform its obligations under the P.O. , Seller will not transfer or provide access to personal information received from Buyer or in connection with the P.O. unless it has informed Buyer in advance, obtained its consent and entered into such written agreement as may be necessary under the circumstances to ensure that the data is transferred in accordance with applicable privacy and data protection requirements.

(b) Seller represents and warrants that it has in place appropriate legal, organizational, and technical measures necessary or appropriate to preserve the security and confidentiality of any personal information processed by it, and to which it has access and to protect any such personal information against unauthorized or unlawful processing, accidental loss, destruction or damage including without limitation by ensuring that only

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duly authorized officers, employees, agents and contractors are permitted access to such personal information and assuming full responsibility for monitoring and restricting the use of secure passwords, user identification number and other security procedures and measures subject to Seller's control. Seller agrees that it will not process any personal information in any jurisdiction other than the United States of America without the express written consent of Buyer.

27. Severability

If any term of the P.O. is invalid or unenforceable under any law, regulation, executive order or other rule of law, such term will be deemed to be reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, regulation, order or rule, and the remaining provisions of the P.O. will remain in full force and effect.

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