



Corporate Office:
51 Technology Drive
Anderson, SC 29625
Phone: 864.328.0008
www.poly-med.com

ADDITIONAL TERMS and CONDITIONS

1. Buyer shall give Seller reasonable notice covering shipments and Seller shall not be required to deliver in any month more than the monthly quantity herein specified, or if no monthly quantity is specified, more than the pro rata amount of the maximum quantity provided for. In the event of failure of Buyer to take the stipulated or minimum pro rata quantity in any month, the deliveries or parts thereof not taken may, at Seller's option, be canceled or included in subsequent deliveries. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions. Upon termination or expiration of this order, Seller may within thirty (30) days ship any previously undelivered quantity hereunder not reduced pursuant to the terms hereof. Upon delivery by Seller of product purchased hereunder to a common carrier or other carrier or vehicle ('Delivery'), the Buyer assumes the entire risk of damage to or loss of any products from any cause including delay in transportation and/or delivery regardless of the form of bill of lading, and irrespective of i) whether title to such products has passed or ii) the F.O.B. point specified herein.

2. Each Delivery is a separate order and the failure of any Delivery shall not be deemed a breach of any other order.

3. No liability shall result from delay in performance or nonperformance in whole or in part if performance as agreed has been made impracticable by compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it later proves to be invalid, or by the occurrence of a contingency the nonoccurrence of which was a basic assumption on which this contract as made, including, but not limited to, acts of God, fire, flood, accident, riot, war, sabotage, strike, labor trouble or shortage, breakdown or failure of equipment, or embargo. Seller's i) inability to obtain at prices and on terms deemed by it to be practicable any required raw material, energy source, equipment, labor, or transportation, or ii) incurring increased costs for compliance with environmental protection, health or safety regulations shall also be sufficient to relieve Seller of its obligation to perform hereunder. If any of such circumstances affect only a part of Seller's capacity to perform, Seller shall have the right to allocate production and deliveries among all of its customers and its own requirements in a manner and at such times as Seller may determine. Quantities affected by this paragraph may, at the option of either party, be eliminated from the order without liability, but the order shall remain otherwise unaffected.

4. The prices shall be paid in United States currency. Seller reserves the right, among other remedies, either to cancel this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when payment becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller. Payment shall be net thirty (30) days from date of invoice.

5. Seller warrants title to the product sold hereunder and that at the time of delivery to a common carrier or other carrier or vehicle for shipment to Buyer it conforms to Seller's specifications and that the sale or use will not infringe the claims of any U.S. patent covering the product itself. Seller does not warrant against infringement which might arise by the use of said product in any combination with other products or arising in the operation of any process. If the product fails to meet said warranties, Seller shall replace the nonconforming product at no cost to Buyer. The foregoing is Buyer's sole and exclusive remedy for failure of Seller to deliver or supply product that meets the foregoing warranties. SELLER MAKES NO OTHER WARRANTY OF ANY KIND EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER. ANY APPLICATION INFORMATION OR ASSISTANCE WHICH SELLER MAY FURNISH TO BUYER IS GRATUITOUS AND SHALL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF THE RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT.

6. Seller's liability with respect to this order and the products purchased under it shall not exceed the purchase price of the portion of such product as to which liability arises and Seller shall not be liable for any injury, loss or damage; resulting from the handling or use of the product shipped hereunder whether in the manufacturing process or otherwise. In no event shall Seller be liable for special, incidental or consequential damages, including, but not limited to, loss of profits, capital or business opportunity; downtime costs; or claims of customers or Buyer. Failure to give Seller notice of any claim within 30 days of Delivery of the product concerned shall constitute a waiver of such claim by Buyer. Notwithstanding any applicable statute of limitations to the contrary, any action by Buyer relating to a claim hereunder must be instituted no later than two (2) years after the occurrence of the event upon which the claim is based. All of the foregoing limitations shall apply irrespective of whether Buyer's claim is based upon breach of contract, breach of warranty, negligence, strict liability, or any other legal theory.

7. Buyer agrees to indemnify, defend and hold Seller harmless from and against that portion of any liability, cost, expense (including reasonable attorney's fees), claim, judgment, settlement or damage that Seller may incur or be required to pay to any third party (including, but not limited to, any employee of Buyer who alleges or proves that he or she has been injured in the course of his or her employment while working with the products supplied by the Seller hereunder), which is caused or contributed to by the negligence or fault of Buyer. In case the Buyer resells the products supplied by the Seller hereunder, Buyer will request and use reasonable efforts to obtain from its purchaser an indemnification similar to the foregoing for the benefit of Buyer and Seller.

8. Liability for all taxes, excises or other charges, imposed by any local, state or federal authority, which have to do with or affect the goods herein ordered (except those based on the income of Seller), shall be assumed and paid by Buyer. Buyer further agrees to indemnify and protect Seller against any and all such liabilities for taxes as well as any legal fees or costs incurred by Seller in connection therewith.

9. Seller's measurements shall govern, except in case of proven error.

10. This instrument constitutes the entire order for the product herein named. It is not assignable by Buyer without the written consent of Seller. No modification of this instrument shall be of any force or effect unless in writing signed by the parties and no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions. If any provision of this instrument is or becomes violative of any laws, or rule, order or regulation issued thereunder, Seller shall have the right, upon notice to Buyer, to cancel such provision, without affecting the other provisions of this instrument, or to cancel this instrument in its entirety.

11. Upon Delivery, Buyer assumes full responsibility and liability for compliance with federal, state and local regulations governing unloading, discharge, storage, handling and use of the product supplied by Seller under this order.

12. Returnable containers, although loaned to Buyer, remain the property of Seller and will be returned to Seller in good condition, f.o.b. Seller's shipping point, unless otherwise specified, within ninety (90) days from the date of shipment. When returnable containers are billed on the invoice, Buyer agrees to pay such deposit when the invoice for the contents is paid, and Seller agrees to return the deposit upon receipt of containers in good condition within ninety (90) days from the date of shipment. When containers are billed on memorandum charge, Buyer agrees to reimburse Seller immediately at Seller's current deposit charge if containers are lost, damaged, or not returned within ninety (90) days from date of shipment.

13. Waiver by Seller of any breach of these conditions shall not be construed as a waiver of any other breach.

14. This Instrument shall be governed by and construed in accordance with the laws of the State of New York. Any lawsuit brought by Buyer arising out of the transactions covered hereunder shall be instituted in the appropriate state or federal court located in South Carolina, and Buyer further submits itself to the jurisdiction of said courts in the event Seller elects to institute any action in said courts.