

1. **ACCEPTANCE:** These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by The PVC Project, Inc. or one of its subsidiaries located in the United States of America to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). The PVC Project, Inc. objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of The PVC Project, Inc.'s offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete. shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contracts Terms constitutes the entire agreement between Supplier and The PVC Project, Inc. with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notify The PVC Project, Inc. to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order.

2. **TERMINATION:** The PVC Project, Inc. may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, then the termination date shall be effective at the time notice is given, unless otherwise mutually agreed to by the parties. it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party;

3. **CONFIDENTIALITY:** All specifications, documents, artwork, or drawings delivered to Supplier by The PVC Project, Inc., and any other non-public information The PVC Project, Inc. discloses to Supplier, remains The PVC Project, Inc.'s property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without The PVC Project, Inc.'s prior express written consent. The PVC Project, Inc. reserves the right to request that Supplier return all such information to The PVC Project, Inc. or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

4. **WARRANTY:** Supplier expressly warrants that all products and services supplied to The PVC 2 Project, Inc. by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by The PVC Project, Inc. shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to The PVC Project, Inc., when notified of such non-conformity by The PVC Project, Inc. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, The PVC Project, Inc. may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense.

5. **PRICE:** An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the The PVC Project, Inc. Buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty. If Supplier sells products to The PVC Project, Inc., or if the services include provision to The PVC Project, Inc. of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty.

6. TAXES: The PVC Project, Inc. will not be liable for any taxes with respect to an Order, except for sales, use, retailers' occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from The PVC Project, Inc. Supplier shall not collect or remit and The PVC Project, Inc. shall not be liable for, any such taxes if The PVC Project, Inc. has provided Supplier with a tax exemption certificate. The PVC Project, Inc. also will not be liable for any taxes of any nature based on the income of Supplier. If The PVC Project, Inc. is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, The PVC Project, Inc. will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses).

7. PAYMENT: As full consideration for Supplier's satisfactory provision of the products or performance of the services, The PVC Project, Inc. will pay Supplier's invoice not later than sixty (60) days following The PVC Project, Inc.'s receipt of said invoice unless otherwise indicated in supplier agreement. The PVC Project, Inc.'s payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless The PVC Project, Inc. agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. The PVC Project, Inc. shall receive invoices within three (3) business days of invoice date.

8. INSURANCE: (a) Vendor will maintain in force the following insurance coverages: (i) Comprehensive General Liability. Not less than \$1,000,000 combined single limit for property damage and bodily injury per loss, including Contractual, Broad Form Property Damage, Personal Injury, and Products and Completed Operations coverage; (ii) Professional Liability. Covering liability for errors and omissions arising out of Vendor's performance of its obligations pursuant to this Agreement, in an amount not less than \$1,000,000 per loss, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the furnishing of goods by Vendor. Vendor will obtain the insurance coverage set forth in this Section 7 from an insurance carrier with a minimum A.M.

9. DELIVERY: Time is of the essence. Supplier agrees to comply with The PVC Project, Inc.'s shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating The PVC Project, Inc.'s requirements, and shall comply with the provisions and follow the procedures outlined in the The PVC Project, Inc. Inbound Routing Guide that has been provided separately to Supplier or is available upon request. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without The PVC Project, Inc.'s prior written consent. The PVC Project, Inc.'s acceptance of late shipments or partial shipments shall not constitute a waiver of any of The PVC Project, Inc.'s rights to collect damages for goods not delivered or for late delivery. Supplier shall report to The PVC Project, Inc. any delays in a schedule immediately as they become known to Supplier.

10. ACCEPTANCE: Payment by The PVC Project, Inc. for the products or services delivered hereunder shall not constitute The PVC Project, Inc.'s acceptance. The PVC Project, Inc. retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in The PVC Project, Inc.'s judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. The PVC Project, Inc. will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by The PVC Project, Inc. and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to The PVC Project, Inc.'s other rights, The PVC Project, Inc. may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event The PVC Project, Inc. receive goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of The PVC Project, Inc.'s finished product,