

## OPC POLYMERS ORDER ACKNOWLEDGMENT

1. This Order Acknowledgment governs the terms and conditions of all sales between OPC Polymers ("Seller") and the purchasers of products manufactured and distributed by Seller ("Purchaser"). This Order Acknowledgment shall apply to the sale and shipment of all products by Seller to Purchaser. By accepting any shipment Purchaser acknowledges that the shipment conforms, in all material respects, to the requirements of the purchase order applicable to such shipment, unless a claim of non-conformance is made by Purchaser pursuant to paragraph 5 herein. Any deviation, whether material or non-material, between the requirements of the purchase order and the actual product received by Purchaser are hereby duly ratified by Purchaser's acceptance of such shipment. Acceptance of any shipment shall also constitute an acceptance of the terms and conditions of this Order Acknowledgment. Any conflicting terms and conditions contained in any purchase order or other document shall be superceded by this Order Acknowledgment, and to the extent necessary to give full effect to this Order Acknowledgment, any requirement in any such purchase order or other document prohibiting changes or modification is hereby waived by Purchaser, and any requirement of a writing to effect any change is hereby satisfied. Purchaser expressly affirms that it is solvent as of the date of receipt. The terms of this Order Acknowledgment are intended to reflect the normal course of dealing between Seller and Purchaser. PURCHASER'S SIGNATURE ON THIS FORM OR ON ANY FORM ASSOCIATED WITH THE DELIVERY OF THIS ORDER SHALL OPERATE AS AN EXPRESS ASSENT TO THESE TERMS.

2. Seller has made or will make all reasonable efforts to deliver the shipment in a timely manner to Purchaser's designated location. Under no circumstances will Seller be liable for delays resulting from causes beyond Seller's control, including without limitation, accident, fire, flood or other casualty, act of God, war, labor disputes, labor shortages, shortage of material, lack of transportation facilities, priorities required by, requested by or granted for the benefit of any governmental agency, or restrictions imposed by law or governmental regulation, or other cause beyond its reasonable control (collectively "Uncontrollable Causes"). If a specific shipping date or delivery date is agreed to in writing by Seller and a delay occurs which is not from Uncontrollable Causes, so long as the order has not been shipped, Purchaser's sole remedy is to cancel the purchase order with no further recourse to Seller, subject to paragraphs 3 and 8 below. Purchaser may cancel a purchase order at any time prior to shipment of product by Seller, subject to paragraphs 3 and 8 below; however, once product related to any order has been shipped Purchaser may not cancel the purchase order applicable to such product. Price changes including surcharges of any kind communicated to Purchaser in advance of shipment shall control, regardless of pricing indicated on the original purchase order or previous communications from Seller. Purchaser may, with Seller's advance approval, return product only for substantial noncompliance as indicated in paragraph 5 below. Seller may cancel or suspend a purchase order with no penalty or charge of any kind if Purchaser's account is not current or if Seller deems itself insecure for any reason. Seller shall deliver any shipment to Purchaser at a location mutually agreed to by the parties and indicated on Seller's sales order. Risk of loss or damage shall transfer from Seller to Purchaser at the moment any shipment of product is duly delivered to a carrier by Seller.

3. In the event that Purchaser cancels an order prior to shipment for any reason including Uncontrollable Causes, Seller may charge Purchaser for the cost of any custom-manufactured products which have been completely or partially manufactured prior to or as of the date of any such cancellation, and raw materials associated with those products. In addition, Seller may charge Purchaser an order cancellation fee of up to 20% of the total purchase price for orders of standard stocked products or custom-manufactured products that have not been partially manufactured prior to or as of the date of such cancellation. Seller may also charge Purchaser for the cost of any products manufactured by Seller based on min-max inventory levels reasonably established to service Purchaser for which no purchase order has been issued, and raw materials associated with those products. In no event shall Purchaser undertake or permit any products manufactured by Seller to be analyzed, reverse-engineered, tested or otherwise examined without Seller's specific written consent.

4. The bill of lading, or such similar documentation evidencing receipt of any shipment, signed by an employee or agent of Purchaser, shall constitute proof of acceptance of any shipment by Purchaser. All complaints or claims including those of substantial nonconformance of the products must be made within ten (10) days of acceptance or, in the case of use of the product and resale to Purchaser's customer, within thirty (30) days of shipment of the derivative product by Purchaser. Failure by Purchaser or Purchaser's customer to make a complaint or claim or to state a particular basis of complaint, as determined by Seller in its reasonable discretion, within the periods indicated above shall preclude Purchaser or Purchaser's customer from making any future claim related to any such alleged complaint.

5. Purchaser may reject and return a substantially nonconforming order only upon express written approval of Seller which approval shall not be unreasonably withheld. Seller, in its sole discretion, will determine the method to resolve any such substantial nonconformance, and Purchaser hereby agrees to accept any reasonable accommodation offered by Seller. Seller's reasonable determination about whether an order is substantially nonconforming shall be conclusive. A substantial nonconformance with respect to any individual installment of an order shall in no circumstances affect the obligation of Purchaser with respect to the remaining installments of said order. Purchaser shall be liable to Seller for all costs associated with an improper rejection or return.

6. Seller warrants it has title to products delivered hereunder and may properly sell the same to Purchaser. Unless there is a separate written warranty expressly negotiated between Seller and Purchaser covering the products indicated on the purchase order, SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OF ANY KIND, AND EXPRESSLY EXCLUDES LIABILITY FOR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER CAUSED BY BREACH OF THIS OR OTHER AGREEMENT, SELLER'S NEGLIGENCE OR OTHERWISE, AND SELLER ASSUMES NO RISK WHATSOEVER AS TO THE RESULT OF THE USE OF MATERIAL EITHER SINGLY OR IN COMBINATION WITH OTHER MATERIAL. SELLER DOES NOT WARRANT THAT THE GOODS SOLD UNDER THIS ORDER ACKNOWLEDGMENT ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR USE OR PURPOSE. PURCHASER IS PURCHASING THE PRODUCT "AS IS." Purchaser will inspect all products before use or resale and assumes responsibility to analyze such products before accepting delivery. Purchaser represents that it is familiar with the characteristics of the products and acknowledges that Purchaser is in the best position to identify and correct any defects in the products, either latent or apparent. Purchaser assumes all risks and liability for results obtained from the use by Purchaser or by persons to whom Purchaser may resell, in manufacturing processes or in combination with other substances, of products covered by this Order Acknowledgment. Purchaser assumes responsibility to communicate to employees and customers all warnings that relate to the potential exposure to products, and assures that workplace and disposal practices are in compliance with laws, regulations and ordinances. No statements of Seller by its management, sales agents or other employees, representatives or agents or any information contained in any advertising or promotional material as to quality, grade, performance and use shall be considered a warranty of any kind, nor shall such statements vitiate this paragraph in any way. Purchaser warrants, and shall indemnify Seller against all costs associated with any breach of such warranty, that it shall not sell or permit the sale of, in any state or region, products marked as not for sale or otherwise not permitted for sale or use in such state or region.

7. NO CLAIM OF ANY KIND, WHETHER BASED ON DELIVERY OR NON-DELIVERY OF PRODUCTS, OR BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, INTENTIONAL TORT, OTHER TORT THEORIES, OR ANY STATUTE INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED BY ANY STATE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS TO WHICH SUCH CLAIM RELATES. Any claims by Purchaser or its customers must be received by Seller in writing within the time periods set out in paragraph 4 above. Failure to deliver notice of claim to Seller within such time periods will constitute a waiver by Purchaser or its customers of all claims with respect to such products. To the extent Seller is liable for any claim related to Seller's products in excess of the limitation imposed by this paragraph 7, Purchaser agrees to (i) in the event that the claimant is Seller, waive such damages in excess of said limitation, or (ii) in the event that claimant is a third party, indemnify Seller and hold it harmless against such excess amount including all reasonable fees and expenses incurred by Seller associated with such claim.

8. Any notices or other communications hereunder including modifications to or cancellations of a Purchase Order shall be deemed to have been duly given and made if in writing and (i) if served by personal delivery upon the party for whom it is intended, (ii) if delivered by registered or certified mail, return receipt requested, or (iii) if delivered by a national courier service at the address of Purchaser set forth on the purchase order or the address of Seller set forth on the sales order. Any such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed, if mailed by registered or certified mail, or (c) on the next succeeding business day if sent by national courier service.

9. This Order Acknowledgment and the contract arising therefrom shall be construed according to the laws of Ohio. Purchaser expressly denies any agreement with Seller as to resale price maintenance by Purchaser whether express or implied by statutory provisions, or otherwise. This Order Acknowledgment represents the entire agreement between the parties and supersedes all previous writings between the parties, except for any separate written warranty as referenced in paragraph 6 above. These terms and conditions shall apply to the sale and shipment of all products by Seller to Purchaser until these terms and conditions are superseded or modified in a writing signed by an officer of Seller specifically referencing this Order Acknowledgment.

10. Any controversy or claim arising out of or relating to the products or order shall be settled by arbitration proceedings held in Columbus, Ohio, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be conclusive and binding. Judgment upon the award rendered may be entered in any court having jurisdiction over the party to be charged. No suit or action will be brought by either party until such arbitration proceedings have been completed and then any suit or action shall be brought only to enforce the decision of the arbitrator. Actions enforcing any indemnity provision of this agreement shall likewise be subject to this paragraph.