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 order purchased applicable to such shipment and that all such purchase orders are not unauthorized, incorrect, or incomplete. The requirements of the order purchased are hereby made part of this Order Acknowledgment, and 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 Any conflicting terms and conditions contained in any purchase order or other document shall be superseded by this Order Acknowledgment, and to the extent necessary to give full effect to this Order Acknowledgment, any requirement in any such purchase order or other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 OR OTHER DOCUMENT ATTACHED TO 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 do business in a timely manner to manufacturer and deliver Purchaser's designated location. Under no circumstances willSeller 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, no contract of sale is made for that product, and such product shall be returned to the manufacturer or shall be delivered 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 full cost of any work-in-process, raw-mats and raw materials associated with those products. If in the event that Purchaser cancels an order prior to as of the date of any such cancellation and delivery, and materials associated with those products. In addition, Seller may charge Purchaser for the cost of any products manufactured by Seller based on maximum 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 similar documentation evidencing receipt of any shipment, signed by an employee or agent of Purchaser, shall constitute proof of acceptance by Purchaser of the goods. Any claims for damages or shortages shall be made in writing against Seller within ten (10) days of acceptance or, in the case of the use of the products and resale to Purchaser's customer, within thirty (30) days of shipment of the derivative products 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. Any returned products shall be used only in the event that Purchaser shall be liable for any claim related to or resulting from any such nonconformance, and Purchaser shall be liable for any claim related to or resulting from any such nonconformance.

6. Purchaser 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 THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR 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 employees or other representatives made in connection with the products, or relating to the products or their order shall be settled by arbitration proceedings hereunder or in any way, grade, performance and use shall be considered a warranty of any kind, nor shall such statements vitiate this paragraph in any way. Purchaser waives, 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 to Seller within such time period shall be deemed a waiver of any claim by 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 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. (b) Products shall be delivered if personal delivery. (h) 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 unless 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 this order shall be settled by arbitration proceedings hereunder or in any way, 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.

REV 12/05