

ERCO Worldwide Inc.
TERMS AND CONDITIONS

1. Seller's acknowledgment of or shipment under this order shall constitute Seller's acceptance of the terms and conditions set forth in this purchase order. Terms contained in any quotation, order acknowledgment or other documentation provided by Seller that are in any way inconsistent with the purchase order are hereby specifically rejected by Buyer and shall not become a part of the agreement between Buyer and Seller with respect to the order covered hereby, unless Buyer has expressly agreed otherwise in a writing signed by Buyer.
2. All documents, drawings, specifications, blueprints, tracings, and other information provided by Buyer under this order must be treated in strict confidence by Seller and used only in connection with this order and must not be disclosed to any third party nor copied or reproduced in whole or in part, without Buyer's prior written consent. All such materials will be returned to Buyer upon Buyer's written request therefore.
3. Buyer reserves the right to cancel all or any part of this order immediately by written notice and without liability to Seller if shipment is not made or work performed as herein set forth.
4. The order must be filled at prices or with materials other than those set forth herein without the written consent of Buyer. Goods delivered in excess of the quantity called for may be refused and returned at Seller's expense.
5. No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material or goods, unless otherwise agreed. If goods are purchased "delivered" or "F.O.B." Buyer's facility, Seller must prepay freight or other carrying charges and supply Buyer with a prepaid bill-of-lading or express receipt. Buyer will withhold payment of Seller's invoice until the date this condition has been fulfilled and reserves the right to take the cash discount from this latter date. Except as to shipments originating outside the United States, the "recourse" clause of any applicable bill-of-lading must not be signed and any overcharges which may accrue will be for Seller's account. Seller shall be responsible for all insurance, risk and related liabilities of the delivery of the materials or any deliverables applicable to this purchase order.
6. In no event shall Buyer be liable to Seller, regardless of the form of action, whether in contract, tort or otherwise, for any incidental, special or consequential damages of any nature whatsoever including without limitation lost profits.
7. Discount periods shall be computed from the date of Buyer's receipt of both correct invoice and correct items according to the terms of this order, to the date of mailing of Buyer's payment. Buyer may withhold any and all payments due hereunder until Seller furnishes satisfactory evidence that all bills for labor, material, etc., supplied to Seller in connection with this order have been paid in full.
8. Seller warrants that all goods supplied and work or services furnished hereunder will conform to all applicable specifications, drawings, samples and/or quotations, be free from defects in material and workmanship and design (to the extent not manufactured to detailed designs of Buyer) and be merchantable. This warranty shall survive payment and acceptance. Goods or services delivered which are not in accordance with this warranty may, at Buyer's option, be returned to Seller or rectified by Seller at a time and place of Buyer's choice.
9. All material and workmanship shall be subject to Buyer's (and/or Buyer's customer's) inspection and approval at any time before payment. Seller agrees to repair at its own expense, at the convenience of Buyer's customer (where not purchased for Buyer's use) and at the direction of Buyer any defect in materials, workmanship or design (where not manufactured to detailed designs of Buyer) discovered within one year from (a) the date of Buyer's acceptance of the work and/or materials, in the event such are purchased for Buyer's use, or (b) the date of acceptance by Buyer's customer or the principal contractor of the entire project for which Buyer ordered the work and/or materials covered by this order.
10. Buyer reserves the right to cancel any unfilled portion of this order without liability to Seller upon five days' written notice. By accepting this order and in consideration thereof, Seller warrants and agrees that the sale, installation and/or use of any article supplied hereunder will not infringe any patent rights, that it will defend any suit in respect thereof, and that it will indemnify and save harmless Buyer and its affiliates from and against any and all claims, liabilities, damages, costs and expenses (including reasonable lawyer's fees) resulting from the assertion of any such rights by any other person.

11. Fire, flood, explosion, strikes, lock-out, epidemic, accident, shortage of transportation or other causes beyond the reasonable control of the party affected and which prevent Seller from delivering or Buyer (or Buyer's customer) from receiving and/or using any of the goods or services covered by this order, shall operate to suspend deliveries during the period required to remove such cause, subject, however, to Buyer's right of cancellation.
12. If Seller is required under this order to perform any work or services on Buyer's premises, Seller agrees that all of its employees, subcontractors and other persons over whom it has control will observe and comply fully with all of Buyer's plant, health and safety and environmental rules. Any breach of the forgoing obligation shall entitle Buyer, in addition to the exercise of any other remedies available to it under applicable law, to cancel this purchase order immediately with liability to Seller.
13. Seller agrees to indemnify and save Buyer harmless from and against any and all liabilities, losses, damages, claims, judgments, costs and expenses (including reasonable lawyer's fees) for bodily injury to and/or death of any person and/or damage to property which may be sustained by Seller or Buyer or any third party or by any employees and/or subcontractors of each of the foregoing, arising out of or in connection with goods purchased hereunder or Seller's performance of any work or services furnished under this order, howsoever caused, whether arising in contract, tort (including negligence) or otherwise. Seller agrees to obtain and maintain insurance for any order which is over \$5,000.00 (provided that for orders over \$100,000.00, such insurance shall be in form and substance satisfactory to Buyer) indemnifying both Seller and Buyer against all such claims. Upon request, Seller shall provide Buyer with insurance certificate(s) evidencing such coverage.
14. Seller warrants and agrees that in the performance of this order it shall comply fully with all applicable federal, state, and local laws, by-laws, codes, regulations, rules and orders which directly or indirectly regulate or affect the goods, materials or services called for by this order and/or Seller's performance of any work or services provided hereunder (including without limitation applicable environmental, workers' compensation and unemployment insurance laws, if work/services are performed on Buyer's premises or those of Buyer's customer). Seller agrees to indemnify and save Buyer harmless from and against any and all liabilities, losses, damages, costs claims and expenses (including lawyer's fees) resulting from Seller's failure to comply with the foregoing warranty.
15. Seller shall not assign any of its rights (including the right to payment) or delegate any of its obligations hereunder without Buyer's prior written consent. Buyer may assign this order, without Seller's consent, to its parent company or to any purchaser of all or substantially all of Buyer's assets, or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this order shall be binding upon and shall enure to the benefit of the parties and their respective successor and permitted assigns
16. Buyer's waiver of any breach, or failure to enforce any of the terms and conditions of this purchase order, at any time, shall not in any way affect limit or wave Buyer's rights thereafter to enforce and compel strict compliance with every term and condition hereof.
17. This purchase order shall be governed by and construed according to the laws of the State of Georgia, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this purchase order.

Buyer is a member of the Chemistry Industry Association of Canada (CIAC) or the American Chemistry Council (ACC) and is committed to the Responsible Care® Ethic and Principles for Sustainability, through its commitment to the Responsible Care Global Charter. Buyer requires the support of its suppliers to meet the principles of Responsible Care®.