

**CONSOLIDATED POLYMERS & COLORS Co., INC.**  
**INVOICE TERMS AND CONDITIONS OF SALE**

1. Buyer acknowledges and agrees that the terms as hereinafter written shall supersede the terms of Buyer's order in the event of contradiction or inconsistency herewith. No understanding, agreement, term, condition, trade custom or past practice at variance with or contradictory to the terms and conditions herein set forth shall be binding on Consolidated Polymers & Colors Co., Inc. ("Seller"). BY PLACING AN ORDER AND/OR ACCEPTING ANY MATERIALS, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.
2. No materials may be returned for credit or exchange without Seller's prior consent. Returned materials may be subject to reasonable handling and restocking charges. All claims for credit, exchange or return must be made within 10 days of receipt of shipment. Buyer agrees that any order cancelled, returned, or postponed for materials that are dedicated, special, or specific to the Buyer, or materials that are not normally stocked items of Seller will, at Seller's option, be subject to cancellation, handling, return and/or restocking charges of up to 100% of the value as determined by the Seller.
3. Buyer agrees to make an examination and test of each shipment within a reasonable time after its arrival at destination. Any claims against the Seller will be waived unless made in writing within 30 days after shipment's arrival at destination. Maximum liability, if any, of Seller, is limited to replacement or credit equal to the purchase price, for rejected quantity upon return to the Seller in as good condition as when received by Buyer. No claim shall be allowed for any cause as to material which has been treated or processed in any way, except for such quantity necessarily processed to determine the existence of an inferior quality or defective condition. No claim against Seller will be allowed or credit given for material returned without prior authorization of Seller.
4. Seller shall not be liable for Seller's inability to deliver or for any delay in filling orders resulting from fire, strike, flood, accident, war or the consequences of war, delays in transportation, shortage of any raw materials or any other cause beyond the Seller's control.
5. Seller DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS DELIVERED TO BUYER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH MATERIALS. SELLER FURTHER DISCLAIMS ALL WARRANTIES AGAINST PATENT INFRINGEMENT. Because the final processing and use of the materials are beyond the Seller's control, Seller makes no warranty, either express or implied as to the use or effects incident to such use, handling or purchase. In no event, whether as a result of breach of contract, warranty, tort (including negligence), or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental or punitive damages, including but not limited to loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of third persons who buy from or deal with customers of Seller for such damages. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM LIABILITY, IF ANY, OF SELLER FROM ANY CAUSE WHATSOEVER SHALL BE THE ORIGINAL COST OF ANY DEFECTIVE PRODUCTS SOLD OR SERVICES PROVIDED.
6. Technical information or assistance furnished by Seller in reference to the use of its materials by Buyer is rendered without compensation, and the Seller assumes no obligation or liability for such advice or assistance given or any results obtained by Buyer. Buyer acknowledges and agrees that Seller's sales materials are intended only to present summary descriptions and are not intended as substitute for testing of such materials or for knowledgeable manufacturing procedures and continuous quality control. No warranties shall be implied by any such information, assistance, or materials.
7. Seller's weights at point of shipment shall govern, unless proven to be incorrect. Where the prices specified herein provide for absorption by the Seller of freight charges, Seller shall have the right to select the means of transportation. However, if Buyer requires means of transportation different than the one selected by Seller, any extra cost incurred by reason of using such other means shall be paid by Buyer.
8. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any Invoice. Buyer agrees to pay interest in the amount of 1-1/2% per month, or the highest rate permitted by law, whichever is less, on any past due account. Buyer further agrees to pay all costs of collection incurred by Seller, including, but not limited to attorneys' fees, costs and expenses.
9. Buyer agrees to neither order nor accept goods from Seller while Buyer is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while the Buyer is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.
10. Buyer's obligation shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to principles of conflicts of law. Buyer hereby irrevocably agrees that all disputes arising out of or relating to these terms and conditions or the goods sold hereunder that cannot be resolved by the parties shall be resolved only by the State or Federal courts located in Cook County, Illinois. Buyer hereby irrevocably consents and submits to the exclusive jurisdiction and venue of such State and Federal courts and waives any objection or right to contest said jurisdiction or venue or that any such action or proceeding was brought in an inconvenient court. It is agreed that either party may communicate with the other by electronic means. Each party agrees when electronic communications are used, they are deemed to be the equivalent of written and signed documents. Buyer hereby (a) agrees that Seller may, at Seller's sole option, require Buyer to arbitrate any controversy or claim arising out of or relating to this Invoice, any credit extended by Seller to Buyer, or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consent to the Arbitration in Illinois, and to the application of Illinois law with the exception of Illinois conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees.