

RESINALL CORP AND RESINALL MISSISSIPPI INC.

GENERAL PROVISIONS FOR SALE OF PRODUCT

The seller of the product, either Resinall Corp or Resinall Mississippi Inc., as applicable, shall hereinafter be referred to as "Seller." Sales of Seller's product are subject to the following terms and conditions. Notwithstanding the foregoing, these terms and conditions shall not apply to purchase orders issued under an active contract of sale which has been signed by both parties unless specifically referenced in such contract of sale.

1. **PRICE** – Unless otherwise specifically agreed to by the Seller and Buyer in writing, the prices valid at the date of shipment shall be applied.
2. **PAYMENT** – Subject to ongoing credit approval by Seller, and unless otherwise agreed to in writing, terms of payment shall be net 30 days from date of invoice. Seller reserves the right to withhold shipment for Buyer's (a) late payment; (b) non-payment; or (c) failure to provide reasonable assurance of payment upon Seller's request. Any payment that is not received by the date required herein shall accrue interest at a rate of eighteen percent (18%) per annum of the outstanding balance or the maximum rate allowed by applicable law, whichever is less, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, Buyer shall be responsible for Seller's costs of collection of any past due amounts, including reasonable attorney fees. In the event Buyer shall fail to make timely payment of any monies due and owing to Seller, Seller may set off, withhold or recoup any payments due under this or any other agreement between the parties.
3. **TAXES** -- Any tax, excise or governmental charge imposed upon the value added to or the production, sale, storage, use or transportation of any product sold hereunder, or imposed upon crude oil or any other raw materials from which such product is made, which Seller may be required to pay, shall be paid by Buyer to Seller if not included in the purchase price. Buyer shall provide Seller, on request, with properly completed exemption certificates for any tax from which Buyer claims exemption.
4. **TITLE; RISK OF LOSS** -- Unless specifically agreed to otherwise in writing, for shipments within the United States, title to the product and risk of loss shall pass to Buyer FOB place of shipment or for shipments outside of the United States, risk of loss shall pass to Buyer FCA Seller's premises (Incoterms 2010), with title passing to the Buyer upon transfer of risk of loss.
5. **PRODUCT QUANTITY AND QUALITY** – Seller may supply an excess or deficiency of product of up to 5% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Only differences in net weight or volume in excess of 5% may be subject to quantity claims. Seller shall measure, sample and test product in its customary manner at the loading location to determine the quantity and quality of product loaded. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of product loaded. Claims as to shortage in quantity or defects in quality shall be made by written notice from Buyer to Seller within ten (10) business days after the delivery in question or shall be deemed to have been waived.
6. **LIMITED WARRANTY – AT THE TIME OF DELIVERY, THE PRODUCT SOLD HEREUNDER SHALL CONFORM TO SELLER'S CURRENT STANDARD SPECIFICATIONS OR SUCH OTHER SPECIFICATIONS AS SHALL HAVE BEEN MADE EXPRESSLY A PART OF THIS AGREEMENT. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR OTHERWISE, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS.**
7. **LIMITATION OF REMEDIES -- DEFECTIVE OR NONCONFORMING PRODUCT SHALL BE REPLACED BY SELLER WITHOUT ADDITIONAL CHARGE, OR IN LIEU THEREOF, AT SELLER'S OPTION, SELLER MAY REFUND THE PURCHASE PRICE UPON RETURN OF THE PRODUCT AT SELLER'S EXPENSE. THE FOREGOING REMEDIES ARE BUYER'S EXCLUSIVE REMEDIES FOR DEFECTIVE OR NONCONFORMING PRODUCT.**
8. **LIMITATION OF LIABILITY - NOTWITHSTANDING ANY OTHER PROVISION, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT AND/OR THE SALE, PURCHASE AND USE OF PRODUCTS HEREUNDER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH SUCH CAUSE AROSE. BUYER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND THAT THE PRICE OF SELLER'S PRODUCT HAS BEEN DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.**
9. **COMMENCEMENT OF ACTION - ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE UNDER THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**
10. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES – NOTWITHSTANDING ANY OTHER PROVISION, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SALE OR USE OF PRODUCTS), WHETHER THE ACTION IN WHICH RECOVERY OF ANY SUCH DAMAGES IS SOUGHT IS BASED UPON CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
11. **COMPLIANCE WITH LAWS AND REGULATIONS** -- Buyer agrees to indemnify and hold Seller harmless against all losses, claims, causes of action, penalties and liabilities arising out of Buyer's failure to comply with all applicable Federal, State and local laws, ordinances, regulations, rules and orders.
12. **FAILURE IN PERFORMANCE** -- (a) With the exception of payment obligations associated with this agreement, no liability shall result to either party from delay in performance or non-performance in whole or in part caused by circumstances reasonably beyond the control of the party affected including, but not limited to, acts of God, fire, flood, war, accident, explosion, breakdowns or labor trouble; embargoes or other import or export restrictions; shortage or inability to obtain energy, equipment, transportation, product deliverable hereunder, crude petroleum or other feedstock from which said product is derived; or good faith compliance with any regulation, direction or request (whether valid or invalid) made by any governmental authority or person purporting to act therefor.
(b) Regardless of the occurrence or non-occurrence of any of the causes set forth in paragraph (a) above, if for any reason, supplies of any product deliverable hereunder or other feedstock from which such product is derived from any of Seller's existing sources are curtailed or cutoff or are inadequate to meet Seller's own requirements and its obligations to its customers, Seller's obligation hereunder during such period of curtailment, cessation or inadequacy shall at its option be reduced to the extent necessary in Seller's sole judgment to allocate among Seller's own requirements and its customers (whether under contract or not) such product as received and as may be available in the ordinary and usual course of Seller's business from any such existing sources of supply at the location(s) from which deliveries hereunder are normally shipped.
(c) Seller shall not be obligated to purchase or otherwise obtain other supplies of such product, or other feedstock from which such product is derived, to make up inadequate supplies or to replace the supplies so curtailed or cut off. Seller shall not be obligated to make up deliveries omitted or curtailed hereunder, and any such deficiencies in deliveries shall be canceled from this agreement with no liability to either party therefor.
13. **SAFETY, HEALTH AND INDEMNITY** -- Each party agrees that its agents and employees shall comply with all safety regulations of the other when such agents or employees are upon the premises of the other in connection with the performance of this agreement. Seller shall furnish to Buyer Material Safety Data Sheets, including warnings and safety and health information concerning the product and/or the containers for such product sold hereunder. Buyer agrees to communicate such information to all persons Buyer can reasonably foresee may be exposed to or may handle such materials or containers, including but not limited to Buyer's employees, agents, contractors or customers.
14. **FACILITY ACCESS AGREEMENT** -- Seller acknowledges that, in the event Buyer elects to take delivery at Seller's facility Seller may require Buyer to execute Seller's form of Facilities Access Agreement and to provide satisfactory evidence of insurance coverages as set forth in the Facilities Access Agreement. In the event Buyer nominates a common or contract carrier to take delivery at Seller's facility, then Buyer shall furnish to Seller the name(s) and address(es) of nominated carrier(s) and shall assist Seller in securing from carrier(s) signed Facilities Access Agreement(s) and Certificate(s) of Insurance.
15. **US SANCTIONS AND EMBARGOES** – Buyer shall ensure that no volumes of the product will reach any countries, entities or individuals which are under sanctions and/or blockades of the United States.
MISCELLANEOUS -- This agreement shall not be assigned in whole or in part by either party without the written consent of the other party, except that Seller may, upon written notice to Buyer, assign its obligation hereunder to any corporation, subsidiary of or affiliate of Seller. No waiver by either party of any breach of any of the terms and conditions hereunder contained shall be construed as a waiver of any succeeding breach of the same or any other term and condition. The entire agreement is contained herein and there are no oral understandings, representations or warranties affecting it. No modification of this agreement shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby. This agreement shall be construed and enforced under the laws of the State of Mississippi to the exclusion of its rules on conflicts of law. The Seller and Buyer hereto explicitly exclude the application of the United Nations Convention on the International Sale of Goods (1980). Both parties agree that any action arising out of this agreement shall be brought in the state courts of Rankin County, Mississippi, or the United States District Court for the Southern District of Mississippi, Jackson Division, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.