

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. Polyurethane Process Industries, LLC ("Seller") hereby offers for sale the parts listed on the face hereof ("Parts"), on the express condition that the ("Buyer") named on the face hereof agrees to accept and be bound by all the Terms and Conditions set forth herein. Acceptance on Buyer's part shall be evidenced by any of the following:
 - (a) Written, telephonic or telegraphic acceptance received by Seller (including receipt of Buyer's purchase order); or
 - (b) Shipment by Seller, and Buyer's acceptance of, or payment for (including partial payment) the Parts.Acceptance by the Buyer in the foregoing manner shall constitute acceptance of the offer and these Terms and Conditions of sale. Notwithstanding any contrary terms contained in Buyer's purchase order which are expressly hereby rejected, these Terms and Conditions shall apply to any and all contracts and agreements entered into by Buyer and Seller or accepted by Seller in writing.
 2. ENTIRE AGREEMENT. The entire agreement between Seller and Buyer with respect to the Parts shall consist of the Terms and Conditions contained herein, together with any additions to, or revisions of, such Terms and Conditions mutually agreed to in writing by Seller and Buyer. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller unless specifically agreed to in writing and such different Terms and Conditions are expressly rejected. Prior courses of dealing, usages of trade and verbal agreements not reduced to writing and signed by a duly authorized representative of Seller, to the extent that they alter this agreement, shall not be binding on Seller.
 3. MODIFICATION; TERMINATION; CANCELLATION. Except as provided herein, the purchase order and these Terms and Conditions may not be modified, terminated, repudiated or canceled, in whole or in part, except by a writing signed by Seller and Buyer. Seller may, at its option, treat any attempted modification, termination, repudiation or cancellation to which it does not assent as a breach of the entire agreement and claim all proper damages. If the purchase order is terminated or canceled and there is no contrary written agreement between Buyer and Seller, Buyer shall pay termination charges as follows:
 - (a) fifteen percent (15%) of the purchase price; or
 - (b) for special parts not in stock, that percentage of the purchase price which equals the percentage of completion, if greater.In addition, Buyer shall be responsible for all transportation costs incurred by Seller as a result of such termination or cancellation of the purchase order.
 4. TITLE & SECURITY. The title to and ownership in the Parts sold hereunder shall remain in Seller until payment in full of the purchase price. Buyer hereby grants to Seller a security interest in the Parts and other goods sold to secure full payment therefor and agrees, any rule of law to the contrary notwithstanding, that title and right to repossess same as its property by action in replevin or otherwise, shall remain in Seller until payment of the purchase price is made in full in accordance with the terms hereof, irrespective of any dispute arising from any warranty claim.
 5. DEFAULT. If Buyer is in arrears in the payment of any amounts due and owing under this agreement more than 60 days and after Seller has demanded payment in writing and Buyer has failed to make such payment within fifteen (15) days of receipt of such written demand, Seller shall have the following rights and remedies:
 - (a) Seller may, at its option, accelerate the balance of the purchase price and confess judgment against Buyer for the entire balance of the purchase price whether or not then matured. To give effect to this provision, the Buyer hereby authorizes and empowers any attorney of any court of record in Pennsylvania, or in the state where the Parts or the Customer is located, to confess judgment against Buyer and in favor of Seller for the total amount then due, including all accelerated debt, plus attorney's fees equal to ten percent (10%) of the outstanding balance. Seller may transfer any judgment to any other jurisdiction in accordance with applicable law. The authority to confess judgment herein granted shall not be exhausted by any one exercise thereof, but shall continue in full force and effect from time to time, and at all times until the total amount due to Seller is paid in full.
 - (b) After confession of judgment under Sub-paragraph (a) above Seller may enter upon the premises of the Buyer during regular business hours where the Parts are located without further notice and repossess, remove and resell such Parts. Buyer consents to such entry, repossession and removal and waives any and all objection, if any, it could assert that the entry, repossession and removal is a violation of State law, including a breach of the peace. Buyer shall cooperate with Seller in removing such Parts. In the event of such repossession, Seller may retain all payments made on the purchase price as liquidated damages and as rental for the Parts. The proceeds of any resale shall be applied in payment of costs of repair and expenses of repossession and resale and the remainder of the proceeds shall be applied in reduction of the unpaid balance of the purchase price. Upon the resale the Buyer shall be liable for any deficiency remaining after the application of the proceeds aforesaid and Seller may sue for such deficiency.
 - (c) The failure by Seller to exercise any remedy upon the occurrence of a default shall not constitute a waiver of any rights under this agreement for any future occurrence of a default nor shall the exercise of same be the exclusive remedy available to Seller.
 6. PAYMENT. Unless otherwise agreed in writing, payment of the purchase price shall be made in the following manner: fifty percent (50%) of the purchase price shall be paid upon receipt of the purchase order, and the balance shall be due net thirty (30) days after delivery.
 7. DELIVERY. Delivery dates are approximate and are subject to extension for delays caused by fire, strike, lock out, labor dispute, civil or military authority, riot, embargo, car or truck shortage, wrecks or delay in transportation, non-delivery of materials or supplies, or other causes beyond the reasonable control of Seller, and Seller shall not be liable for any loss or damage, whether incidental, consequential or otherwise, for delay for non-delivery from any such causes.
 8. SHIPMENT. Parts are sold F. O. B. Plant of seller, Greensburg, Pennsylvania unless otherwise specified. Buyer shall pay all shipping costs and bear the risk of loss after Seller completes delivery to carrier.
 9. WARRANTY AND LIMITATION OF REMEDY. The Parts are warranted to be free from defects in materials and workmanship for a period of six (6) months from the date specified in the quotation under normal use and service. This Warranty shall not apply to any damage resulting from accident, modification, alteration, misuse or abuse of the Parts, nor shall this warranty apply to depreciation or deterioration of material or parts due to normal wear and tear, or to any damage resulting from failure to follow Seller's instructions for the use of the Parts or maintenance of the materials and parts. This Warranty shall be void if Buyer defaults in any payment or fails to perform any act required by these Terms and Conditions.
- NO OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE GIVEN AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**
- The exclusive remedy for breach of the aforesaid warranty or for any other defect or nonconformity of the Parts sold hereby is repair or replacement, at Seller's option, of any part or parts thereof, which Buyer has notified Seller in writing to be defective, and which Seller has determined to be defective under normal use and service within the warranty period. All replacements shall be furnished to Buyer according to the original terms of shipment specified herein. All costs of disassembling, reassembling and shipping are the responsibility of Buyer. The Seller shall not be liable for any incidental or consequential damages including, without limitation, any loss or damage to any person, machine or goods, interruption of production, loss of profits, delays of any kind, administrative expenses, or overhead resulting, directly or indirectly, from the use or loss of the Parts.
10. SEVERABILITY. In the event any provision hereof shall be determined to be unenforceable for any reason, the remaining terms hereof shall nevertheless continue in full force and effect.
 11. APPLICABLE LAW, SITUS. The purchase order and these Terms and Conditions of Sale shall be governed by the laws of the State of Pennsylvania and venue, for purposes of the judicial resolution of any dispute arising herefrom shall be solely laid in the courts of the Commonwealth of Pennsylvania.