

SCAPA NORTH AMERICA INC.

TERMS AND CONDITIONS OF SALE

1. TERMS OF PAYMENT:

Invoices under this order are payable within the terms as shown on the front. Buyer's credit shall be subject to Seller's continuing approval. Seller refers to Scapa North America Inc. or any of its relevant subsidiary companies that may accept, complete or delivery an order. In the event Buyer's credit position, in the opinion of the Seller, is unsatisfactory or becomes impaired, Seller may demand advance payment, satisfactory security, or a guarantee of prompt payment. If Buyer refuses to give the payment, security or guarantee demanded, or if Buyer is in default in any payment or if any proceedings, voluntary or involuntary, are instituted by or against the buyer in bankruptcy or insolvency or under any provision of the U.S. Bankruptcy Code, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, Seller may cancel this order, refuse to deliver any undelivered goods and Buyer shall immediately become liable to Seller for the unpaid price of all goods delivered, all goods in process of manufacture, and for any and all other damages, including loss of reasonable profits caused by Buyer's default. Seller may charge the Buyer interest at the maximum legal rate of interest on unpaid invoices from the due dates thereof, together with all costs of collection including reasonable attorneys' fees. The foregoing rights are without prejudice to any other lawful remedy, including without limitation the right to reclaim any goods received on credit by the Buyer while insolvent.

2. REMITTANCES:

Seller may instruct that remittances shall be sent to a bank of other receiving agency or depository. No receiving agency or depository has authority to settle claims for Seller or to accept payment tendered as payment in full. Therefore Buyer agrees that notwithstanding any endorsements or other legend appearing on Buyer's checks, drafts or other orders for payment of money, they do not, because of such endorsement or legend, or otherwise, constitute payment in full or settlement of account.

3. PRICE:

Prices shown in this order represent prices now in effect.

4. SPECIFICATIONS:

All product specifications to be in accordance with Seller's standards unless otherwise agreed.

5. QUANTITY TOLERANCES:

Seller will be in compliance for shipments +/- 10% on standard products and +/- 20% on custom products.

6. CHANGES:

Seller assumes no responsibility for any changes in Buyers' specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon acceptance of such changes.

7. CANCELLATION:

Purchase orders which are cancelled, must be received in writing by 4 P.M. within One Business day of receipt of Order. Restocking fees of 15% may be levied on standard products and any raw material and production costs may be levied against custom products which are not cancelled within that time.

8. DELAYS:

The acceptance, completion and delivery of this order is subject to: rules, regulations, authorizations, directions, and orders of all United States Government Departments and Agencies; our ability to obtain materials, supplies, or equipment; accidents or breakdowns; differences with workmen; strikes; fires or floods; lack of transportation facilities; or other causes which are unavoidable or beyond our control. Delivery schedules are subject to plant conditions. They are estimates only and not guaranteed.

9. PROHIBITION AGAINST USING PRODUCTS SOLD FOR USE IN THE PESTICIDE MARKET

Buyer agrees not to use any product Seller purchased from or otherwise provide by Seller for us in the formulation of any pesticide product

10. TAXES:

Buyer agrees to pay such taxes, excise and otherwise as may be levied by the Federal Government or the State or any political subdivision thereof, upon the manufacture, sale and use of the product being sold hereunder.

11. FREIGHT:

Unless otherwise agree all shipments are F.O.B. Seller's location. Risk of loss shifts to Buyer when Seller duly delivers to the carrier.

12. WARRANTY:

Buyer shall assume full responsibility for the inspection of all shipments when received. Buyer shall notify Seller in writing of any failure to conform to specifications of the material thereof delivered in accordance herewith, such notification to be as soon as possible after delivery but in no event later than three months after such delivery, and in any event prior to the time that any further processing, assembling or other work is undertaken upon the goods. ALL LIABILITY HEREUNDER SHALL CEASE AFTER ANY FURTHER PROCESSING, ASSEMBLING OR OTHER WORK HAS BEEN UNDERTAKEN BY BUYER OR OTHERS UPON THE GOODS. No unauthorized returns will be accepted. If Seller does not receive notice of such failure to conform to specifications from Buyer as aforesaid, the shipment shall be deemed to have been accepted and approved by Buyer. Upon verification by Seller of nonconformance to specifications of any timely returned material, Seller may repair and/or replace same, or at Seller's sold option, credit in lieu thereof shall be issued. SELLER'S LIABILITY FOR MATERIAL NOT CONFORMING TO SPECIFICATIONS SHALL BE LIMITED TO THE SALES PRICE THEREOF, AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL EXPENSE OR DAMAGE TO BUYER, INCLUDING WITHOUT LIMITATION, ANY ANTICIPATED OR LOST PROFITS, LOSS OF PRODUCTION, RECALL OR ANY OTHER LOSS RESULTING FROM THE CONDITION OF USE THEREOF. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER.