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**STANDARD TERMS AND CONDITIONS OF SALE**

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Dyvex Industries, Inc. (Seller) establishes the following Standard Terms and Conditions of Sale. All purchases of Seller's product or services ("Product") by customer, owner or its agent ("Buyer") are expressly limited and conditioned upon acceptance of the following Standard Terms and Conditions of Sale. Any provision, printed or otherwise, contained in any purchase order, confirmation or acknowledgment inconsistent with, different from or in addition to the following Standard Terms and Conditions of Sale are not accepted by Seller unless specifically agreed to in writing.

1. **QUOTATIONS:** All or any quotation issued by Seller or an agent of Seller is valid for 30 days from the date listed on the quotation unless otherwise stated. Any quotation issued by an agent of/for Seller shall have confirmation of approval by Seller prior to acceptance. Quotations of Seller's Products and/or services, and any proprietary information contained therein, may not be disclosed to any third party and are provided to Buyer with the understanding that Buyer will use the information solely for internal purposes. The quotation as listed or designated shall supersede all previous quotations or correspondence concerning the same transaction or inquiry. All prices are for listed or designated quotation only.
  2. **PAYMENT AND CREDIT TERMS:** It is understood that by design or circumstance, Seller may elect to satisfy an order by making partial Product shipments. Each shipment shall be considered a separate transaction and payment from Buyer will be made accordingly. Unless otherwise acknowledged in writing by Seller, payment for Products furnished shall be made prior to shipment. Unless otherwise acknowledged in writing by Seller, all freight will be shipped on the purchasers account or shipped COD. If shipments are delayed by Buyer, payment will become due from the date Seller is prepared to make shipment. Products held for Buyer because of any delay due to Buyer's request to hold or inability to receive the Products will be at the risk and expense of Buyer. In the event Buyer fails to fulfill previous terms of payment or in case Seller shall have any doubt at any time as to the Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or other special arrangements.
  3. **CHARGES AND OTHER PRICE MODIFICATION:** Unless otherwise agreed to in writing by Seller (or as specifically acknowledged within the quotation) prices quoted do not include any transportation, special packaging or handling charges, or any taxes, duties, tariffs or other governmental charges which Seller may be required by law to pay and/or collect.
  4. **SHIPMENT:** All Products will be shipped F.O.B. Seller's facility unless otherwise stated. If Buyer has not issued inspection and/or shipping instructions by the time the Products are ready for shipment, Seller may select a reasonable method of shipment, without liability by reason of its selection. Shipments may be insured at Buyer's expense, and Seller will not place a valuation upon shipments unless specifically requested in writing by Buyer or required for export purposes. Title and risk of loss to all material sold hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point.
  5. **DELIVERY:** Seller will make a good faith effort to complete delivery of the Products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, or indirect damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
  6. **OBLIGATIONS OF BUYER:** It is the sole responsibility of the Buyer to identify and define all processes including environment, chemicals, temperatures, and mechanical considerations, which may affect the performance, reliability or operation of the Products furnished by Seller. Since field conditions vary widely, Buyer must undertake sufficient verification and testing to determine the suitability of any Product purchased from Seller. Buyer has represented to Seller that it has fully tested prototypes of the Products purchased from the Seller, in order to confirm their fitness for the purpose for which they were intended, and their compliance with all applicable laws, rules and regulations. If Buyer is not the end user, the Buyer assumes all responsibilities to the end user not covered or otherwise defined by these "Standard Terms and Conditions". Buyer assumes responsibility for the safe and lawful use and disposal of all packaging for and waste from the material sold hereunder.
  7. **LIMITATIONS OF LIABILITY:** Within ten (10) days after any shipment hereunder is received by Buyer and prior to any use thereof, the material shall be examined and tested and Seller shall be notified in writing within ten (10) days of any nonconformity found. Upon receipt of such notice and in the event goods in fact are nonconforming, a claim to that effect is made timely, Seller shall, at its option (and upon inspection, if desired), replace any nonconforming quantity. If it is agreed that if such goods are not to be replaced, goods are to be promptly and properly returned. Failure to so notify Seller shall constitute Buyer's acceptance of, and waiver of all claims with respect to the materials (invoice). In any event, use of the materials shall be deemed to mean that Seller has satisfactorily performed and Seller shall have no other liability or obligation to Buyer. Buyer acknowledges that it (he) is not relying on Seller's skill or judgment to select or furnish goods suitable for any particular purpose. No claim against Seller shall be made if Buyer or anyone else shall process more of the goods and is necessary to determine the existence of the defective condition or otherwise inadequacy. Seller makes no warranty, expressed or implied, as to the description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter, of any goods covered by this invoice (order). Buyer shall be solely responsible for determining the safety and fitness of the material for buyers use. Buyer assumes all risk and liability whatsoever resulting from the use, handling or disposal of materials sold hereunder, whether used singly or in combination with other substances, and shall indemnify and defend seller with respect thereto. Liability of seller, if any, for breach of contract, negligence (including that of seller) or other tort, strict liability, or any other claim, shall in no event exceed in the amount of the purchase price on the materials with respect to which such cause arose. Buyer shall be entitled to receive only a credit equal to the purchase price of such nonconforming goods used. In no event shall seller be liable for special, direct, indirect, incidental, punitive, consequential, or exemplary damages. Notwithstanding the provisions of any applicable statute, the credit afforded to the buyer shall be its (his) exclusive remedy, and all other remedies, statutory or otherwise, are hereby expressly waived by Buyer.
  8. **TECHNICAL ASSISTANCE:** From time to time, Seller may furnish technical advice or assistance with regard to the use of any materials by Buyer. It is expressly understood that such advice or assistance is rendered without compensation, that Seller assumes no obligation or liability with respect to such advice or assistance, and that the rendering of such advice or assistance shall have no effect on any provisions of these Standard Terms and Conditions.
  9. **CANCELLATION:** Upon acceptance of an order for Product by the Seller from the Buyer, the Seller shall purchase materials and components, necessary to fulfill the manufacture of the Products. If the Buyer cancels an order for any reason prior to the manufacture of the Products, the Buyer is responsible for and obligated to pay Seller the cost of the materials and components purchased by the Seller plus reasonable handling, storage and administrative cost incurred by the Seller. If the Buyer cancels an order for any reason after the manufacture of the Products the Buyer is responsible for and obligated to pay Seller the full price as accepted prior to cancellation.
  10. **SEVERABILITY:** If any provision of these Standard Terms and Conditions is held to be illegal, invalid or unenforceable by any competent authority in any jurisdiction, such illegality, invalidity or unenforceability shall not, in any manner, affect or render illegal, invalid or unenforceable such provision in any other jurisdiction or any other provision of these Standard Terms and Conditions in any jurisdiction.
  11. **APPLICABLE LAW:** These Standard Terms and Conditions shall be construed and enforced under the laws of the State of Pennsylvania irrespective of any contrary choice of law principles, and Buyer agrees to submit to the non-exclusive jurisdiction of the State and Federal Courts located in the State of Pennsylvania, County of Lackawanna, with regard to any action brought that relates to these Standard Terms and Conditions.
  12. **INDEMNIFICATION:** Buyer agrees to indemnify and hold Seller harmless against all losses claims, actions, penalties, liabilities, costs and expenditures arising out of Buyer's failure to comply with the terms and conditions herein or any applicable Federal, State or local law, ordinance or regulation, rule or order.
  13. **REVISIONS:** Seller reserves the right to revise its Standard Terms and Conditions. Revision (REV.) date(s) are as listed. The most current revision (REV.) date shall supercede and/or replace all previous revisions and shall take effect as the sole Seller's Standard Terms and Conditions. Seller shall make available its most current version upon request.
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