



Member of HAI Group

GENERAL TERMS AND CONDITIONS OF SALE

1. **GOVERNING TERMS.** These General Terms and Conditions of Sale govern sales of products and/or services (collectively "products") by HA-International, LLC and/or directly or indirectly owned or controlled subsidiaries or affiliates named on the face of this invoice/acknowledgment ("HAI"). HAI's agreement to sell products is expressly conditioned upon Buyer's acceptance of these General Terms and Conditions of Sale, and HAI expressly rejects any terms and conditions set forth in Buyer's purchase order or other document which differ from these General Terms and Conditions of Sale and which have not been expressly agreed to in a writing signed by a duly authorized representative of HAI.
2. **PRICE ADJUSTMENTS.** HAI may change any price, payment, or freight term in effect at any time and from time to time. The price, payment or freight term at which each order shall be filled shall be that which is established by HAI at the time the products are shipped.
3. **TAXES.** Any tax, tariff or other governmental charge payable due to the sale, use or delivery of the products, such as, but not limited to, Tariffs, Sales Tax, Use Tax, Retailer Occupational Tax, Gross Receipts Tax, Value Added Tax and Transportation Tax shall be paid by Buyer.
4. **SHIPMENTS.** Buyer shall give HAI reasonable written notice of orders and shipment dates.
5. **WEIGHTS.** HAI's weight and/or measurements shall govern unless proved to be in error.
6. **CONTAINERS.** If shipment requires use of returnable containers or tote bins, title to such containers and tote bins shall remain in HAI and a deposit in an amount required by HAI shall be made at the time the shipment is ordered. Such containers and tote bins shall be returned in good condition within sixty (60) days from the date of shipment at the Buyer's expense.
7. **DELIVERY EQUIPMENT.** Buyer shall unload and return delivery equipment furnished by HAI to the carrier within two (2) hours after arrival in the case of delivery by truck and within three (3) days after arrival in the case of delivery by railcar. Any demurrage or detention charges on such equipment shall be paid by Buyer.
8. **CARRIER AND ROUTING.** If the terms of shipment require HAI to pay freight, selection of carrier and routing of shipment shall be at HAI's option.
9. **TITLE AND RISK OF LOSS.** Title to and risk of loss in the products shall pass to Buyer upon HAI's delivery to the carrier at the shipping point, notwithstanding the terms shipment specified in this invoice/acknowledgment.
10. **PAYMENT AND CREDIT.** Payment terms shall be as established by HAI from time to time. If Buyer fails to pay for any one or more shipments when due, then HAI shall have the right, in addition to other remedies, either (a) to suspend or cancel deliveries, or (b) to require cash payment on deliveries. Should Buyer's financial responsibility become unsatisfactory to HAI, cash payment or satisfactory security may be required by HAI before proceeding with deliveries.
11. **PRODUCT SUITABILITY.** Determination of the suitability of the products for the uses and application contemplated by Buyer and others shall be the sole responsibility Buyer. Buyer assumes all risks and liabilities for results obtained by the use of the product, whether used singly or in combination with other material, except those relating solely to the use of product not conforming to the HAI's written specifications, which non-conformity is not known to Buyer and is not discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. Any suggestions or recommendations made by HAI concerning uses applications of the product are believed to be reliable, but HAI makes no warranty or guarantee of the results to be obtained since the conditions of the use and application Buyer and others are beyond HAI's control.
12. **WARRANTIES AND DISCLAIMERS.** HAI MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE, except (a) that the products shall conform to HAI's written specifications; (b) that HAI shall convey good title to Buyer and that the products shall delivered free from any lawful lien or encumbrance; and (c) that the products do not infringe any valid United States patent. HAI does not warrant, however, that the use the products, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any United States patent.
13. **CLAIM PERIOD.** Buyer shall inspect each delivery promptly following receipt. Claims shall be made within thirty (30) days after receipt of the delivery of product to which the claim relates, or if for non-delivery, within thirty (30) days after the scheduled delivery date thereof. Buyer's failure to give HAI written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim. In no event shall Buyer commence any action under this contract later than one year after the cause of action has accrued.
14. **LIABILITY LIMITATIONS.** Buyer's exclusive remedy shall be for actual damages and no claim of any kind, whether as to product delivered or for non-delivery of product, an whether based on contract, breach of warranty, negligence or otherwise, shall be greater in amount than the purchase price of the quantity of the product in respect of which damages are claimed. IN NO EVENT SHALL HAI BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY OR OTHERWISE.
15. **PRODUCT CHARACTERISTICS.** Buyer shall familiarize itself with the characteristics of the products, and shall comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the product by Buyer, including, but not limited to, the Occupational Safety & Health Act of 1970, as amended, or other national guidance, and to the regulations and standards issued pursuant thereto. Without limiting the generality of the foregoing, Buyer agrees to handle the products in a manner consistent with good product stewardship practices and accepted safe handling guidelines with respect to the characteristics or risks as noted on HAI's Material Safety Data Sheets.



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16. **GENERAL INDEMNITY AGREEMENT.** Buyer shall defend, indemnify and hold HAI harmless from and against all claims, liabilities, attorneys' fees, costs and expenses (including, but not limited to, those related to injury to or death of Buyer's employees, contractors or invitees) arising from or connected with the possession, handling, processing or use of the product by Buyer or others, except those resulting solely from the use of products not conforming to the contracted specifications, which non-conformity was not known to Buyer and was not discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. HAI may participate in the defense of any such claim for the further protection of its own interests.
17. **INDEMNITY AGREEMENT FOR SOLID PRODUCTS.** HAI's solid products, including but not limited to powder and flake resin products, can be combustible and present fire or explosion hazard under certain conditions (including but not limited to when dusts are finely divided and suspended in air, and/or allowed to accumulate on surfaces). Buyer shall comply with all laws, regulations and standards applicable to the possession, handling and use of all solid products by Buyer, including but not limited to National Fire Protection Association Standard 654, and other national guidance, and shall defend, indemnify and hold HAI harmless from and against all claims, liabilities, attorneys' fees, costs and expenses (including, but not limited to, those relating to injury to or death of Buyer's employees, contractors or invitees) arising from or connected with the possession handling, processing or use of the products by Buyer or others. This indemnity agreement is in addition to the General Indemnity Agreement contained in Section 16, above.
18. **EXCUSE.** Neither HAI nor Buyer shall be responsible or liable for any delay or failure to deliver or take delivery of any or all of the product if occasioned by: acts of God, fire, flood, embargo, tariffs, explosion, accident, breakdown of machinery or equipment; shortage of or inability to obtain fuel, power, raw materials, equipment, transportation, or the product itself, without litigation and at usual prices or from usual sources; good faith compliance with any law, regulation, standard, order, rule or recommendation made by any governmental authority; strike or labor controversy (neither HAI nor Buyer shall be required to settle any labor matter against its own best judgment); any cause or circumstance beyond HAI's or Buyer's reasonable control; or any other cause or circumstance, whether similar or dissimilar to the forgoing, which makes impracticable the production, transportation or delivery of the product or any material used in or in connection with its production; and the contracted quantity shall be reduced to the extent the quantities not delivered due to any such cause or circumstance. In no event shall HAI be obligated to purchase product, or to deliver from any plant or facility other than the shipping point specified herein to replace the quantities not delivered due to any such cause or circumstance.
19. **NOTICE/ALLOCATION.** The party excused in whole or in part shall give written notice thereof to the other party with reasonable promptness. In the event of any cause circumstance excusing HAI, HAI shall have the right to utilize its available production and/or supply to satisfy its own requirements, including those of its subsidiaries and affiliates, in full, and to allocate any remaining production and/or supply among its customers, including those not under contract, in a fair and reasonable manner, and Buyer hereby releases HAI from responsibility or liability for any resulting incomplete fulfillment of this contract.
20. **WAIVER.** No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein. Nothing contained herein shall limit the remedies of HAI in the event of Buyer's breach of any term or condition contained herein.
21. **ENTIRE CONTRACT.** Except to the extent that Buyer's order was placed under a signed written contract between the parties, this invoice/acknowledgment and the General Terms and Conditions of Sale constitute the entire agreement and understanding between the parties covering the sale and purchase of the products. No modification hereof shall be effected by the use of purchase order, acknowledgment, acceptance or other forms at variance with or in addition to the invoice/acknowledgment and these General Terms and Conditions of Sale.
22. **NON-ASSIGNABILITY/NO RESALE OF PRODUCT.** This order shall not be assigned by Buyer without the prior written consent of HAI. Buyer is prohibited from re-selling HAI's products to others (excluding the sale of products purchased from HAI that are part of Buyer's inventory subject to Buyer's sale of substantially all of Buyer's assets) without the express written consent of HAI, which consent shall be provided, if at all, at HAI's sole discretion.
23. **GOVERNING LAW.** This contract shall be governed by and construed under the laws of the State of Illinois without application of its conflict of laws provisions.