

## 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 PMW Technologies, LLC (“PMW Technologies” or “Seller”). PMW Technologies’ agreement to sell Products is expressly conditioned upon Buyer’s acceptance of these General Terms and Conditions of Sale, and PMW Technologies 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 writing and signed by a duly authorized officer of PMW Technologies, which, for the sake of clarity, does not include mere acceptance of such purchase order or other document or any signature by such employees or agents of PMW Technologies in the normal course of the acceptance, processing or shipment of any Products.
2. **PRICE ADJUSTMENTS:** PMW Technologies may change any price, payment, or freight terms 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 PMW Technologies at the time the Products are shipped.
3. **TAXES:** Any tax or other governmental charge payable due to the sale, use or delivery of the Products, such as, but not limited to, Sales Tax, Use Tax, Retailer’s Occupational Tax, Gross Receipts Tax, Value Added Tax and Transportation Tax shall be paid by Buyer.
4. **SHIPMENTS:** Buyer shall give PMW Technologies reasonable advance written notice of orders and shipment dates as requested by PMW Technologies.
5. **WEIGHTS:** PMW Technologies’ weight and/or measurements shall conclusively govern the terms of any Products unless proved to be in error by a method reasonably acceptable by both parties.
6. **CONTAINERS:** If shipment requires use of returnable containers, tote bins or other similar shipping containers, title to such returnable containers, tote bins and shipping containers shall remain in PMW Technologies and a deposit in an amount required by PMW Technologies shall be made at the time the shipment is ordered. Such containers and tote bins shall be returned in the same good condition (normal wear and tear excepted) within sixty (60) days from the date of shipment, freight charges collect. Upon such return, PMW Technologies shall refund the deposit.
7. **DELIVERY EQUIPMENT:** Buyer shall unload and return delivery equipment furnished by PMW Technologies to the carrier within two (2) hours after arrival in the case of delivery by truck and within seven (7) 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 specified in this invoice/acknowledgment require PMW Technologies to pay freight, any selection of carrier and routing of shipment shall be at PMW Technologies’ option.
9. **TITLE AND RISK OF LOSS:** Any and all title to and risk of loss in the Products shall pass to Buyer upon PMW Technologies’ delivery to the carrier (regardless of who selected such carrier and/or whether Seller has sold the goods “freight prepaid” and notwithstanding any right of Buyer to cancel or return goods) at the shipping point, notwithstanding any conflicting terms of shipment specified in any invoice. In the event goods are returned to Seller for any reason, risk of loss or damage shall remain upon Buyer until the goods are delivered to Seller’s original PMW Technologies shipping point and accepted by Seller. Buyer agrees to indemnify and hold harmless Seller from any loss of or damage to the goods or consequence thereof sustained while the risk of such loss or damage remains with Buyer.
10. **PAYMENT AND CREDIT:** Payment terms shall be established by PMW Technologies from time to time or as set forth in the applicable purchase order or invoice provided by PMW Technologies or otherwise agreed to in writing by PMW Technologies. Buyer agrees that it shall make payment in full for purchases in accordance with the applicable purchase order or invoice and that if Buyer fails to pay for any one or more shipments when due, then PMW Technologies shall have the right, in its sole discretion and in addition to all other remedies available under applicable law, to charge interest on any overdue amounts at a rate equal to the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Further, if Buyer fails to pay PMW Technologies in accordance with such terms or if Buyer financial condition becomes unsatisfactory to PMW Technologies, PMW Technologies also shall have the right, at its sole

option to (i) terminate this agreement (other than Buyer's obligation to pay for Product(s) delivered hereunder) immediately upon notice to Buyer, (ii) suspend or cancel deliveries until all outstanding indebtedness is paid in full, and/or (iii) require cash payment or satisfactory security before proceeding with delivery of any Product. All invoices, claims and charges of PMW Technologies shall be paid without offset, defense or counterclaim and regardless of controversies relating to other delivered or undelivered goods. Remittances received from or for the account of Buyer may be applied against amounts owing by Buyer and acceptance of such remittances shall not constitute an accord and satisfaction of Buyer's liability regardless of any writings, legends or notations on such remittance or of other writings or statements or documents whatsoever. Buyer's failure to fulfill any obligations to PMW Technologies when due under this or any other contract shall, at PMW Technologies' option, accelerate and make due and payable immediately all amounts owing to PMW Technologies with respect to any Products. Buyer agrees to pay PMW Technologies' costs and expenses of collection to enforce and preserve PMW Technologies' rights under this section, including, but not limited to, reasonable attorneys' fees.

- 11. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY:** Buyer acknowledges and agrees that Seller retains all right, title and interest in and to (a) all intellectual property rights in the Products to the extent Seller has any; (b) all processes, methods, formulae, ingredients, designs, procedures and other practices used by Seller or relating to the manufacture and sale of the Products, including all intellectual property rights therein; and (c) all of Seller's equipment and tooling used in the manufacture and sale of the Products, including all intellectual property rights therein (collectively, "Seller Technology"). Buyer hereby assigns to Seller all rights (including intellectual property rights), title and interest it may now or hereafter possess in and to the Seller Technology and in any derivative works of, and improvements to, the Products and agrees to execute all documents and take all actions that may be necessary to affect such assignment. Seller is under no obligation to disclose any of the Seller Technology to Buyer for any reason. Buyer agrees that Seller Technology and all information furnished hereunder to Buyer by Seller shall be held in confidence and shall not be used or disclosed by Buyer without Seller's prior written consent, except for the fulfillment of these terms. Buyer shall enforce against its employees and agents these obligations of confidentiality and shall return all such information and any copies thereof to Seller upon its request.
- 12. PRODUCTS CHARACTERISTICS: DETERMINATION OF THE SUITABILITY OF THE PRODUCTS FOR THE USES AND APPLICATION CONTEMPLATED BY BUYER AND OTHERS SHALL BE THE SOLE RESPONSIBILITY OF BUYER. BUYER ASSUMES ANY AND 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 PMW TECHNOLOGIES'S 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 PMW TECHNOLOGIES CONCERNING USES OR APPLICATIONS OF THE PRODUCT ARE BELIEVED TO BE RELIABLE BASED ON THE INFORMATION THEN PROVIDED TO PMW TECHNOLOGIES BY BUYER, BUT PMW TECHNOLOGIES MAKES NO WARRANTY OR GUARANTEE OF ANY KIND RELATED TO THE RESULTS TO BE OBTAINED SINCE THE CONDITIONS OF THE USE AND APPLICATION BY BUYER AND OTHERS ARE ACKNOWLEDGED BY BOTH PARTIES HERETO TO BE BEYOND PMW TECHNOLOGIES' CONTROL. BUYER AGREES TO NEVER USE THE PRODUCTS FOR AN APPLICATION INVOLVING SERIOUS RISK TO LIFE OR PROPERTY WITHOUT ENSURING THAT THE END PRODUCT OR SYSTEM AS A WHOLE HAS BEEN DESIGNED TO ADDRESS THE RISKS, AND THAT THE PRODUCTS SELLER PROVIDES ARE PROPER AND APPROPRIATE FOR THE INTENDED USE WITHIN THE OVERALL END PRODUCT, EQUIPMENT OR SYSTEM. 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, 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 PMW Technologies' Material Safety Data Sheets.**
- 13. WARRANTIES AND DISCLAIMERS:** PMW TECHNOLOGIES MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE, except (a) that the Product shall at the time of delivery conform to PMW Technologies' published specifications and for a period of 30 days thereafter; (b) that PMW Technologies shall convey good title to Buyer and that the Products shall be delivered free from any lawful lien or encumbrance; and (c) that the Products do not knowingly

infringe any valid United States patent. PMW Technologies does not warrant, however, that the use of the Products, combination of the Products with any other products, or articles made therefrom, either alone or in conjunction with other materials will not infringe any United States patent. Further, in no event shall Seller be liable for any breach of this warranty resulting solely from the use of Products not conforming to PMW Technologies' specifications, which non-conformity was known to Buyer and was discoverable by Buyer, by testing or otherwise, prior to the use thereof by Buyer or others. PMW Technologies may participate in the defense of any such warranty claim for the further protection of its own interests. Buyer's sole and exclusive remedy for any breach of this Section 13 are set forth in Section 16 of this Terms and Conditions.

- 14. 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 related, or if for non-delivery, within thirty (30) days after the scheduled delivery date thereof. Buyer's failure to give PMW Technologies 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.
- 15. GENERAL INDEMNITY:** EXCEPT WITH RESPECT TO BREACHES OF WARRANTY AS SET FORTH IN SECTION 13 (AND THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH BREACHES OF THE WARRANTY SET FORTH IN SECTION 16), BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER AND AFFILIATES, AGENTS, REPRESENTATIVE, OFFICERS, DIRECTORS, EMPLOYEES AND INSUREDS HARMLESS FROM AND AGAINST ANY AND ALL BREACHES OF AND DEFAULTS UNDER THESE TERMS AND CONDITIONS BY BUYER AND ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY AND CLAIMS THEREOF FOR INJURY OR DEATH TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER'S EMPLOYEES, CUSTOMERS, REPRESENTATIVES AND AGENTS) OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF, CONNECTED WITH OR RELATING IN ANY WAY TO BUYER'S PERFORMANCE OR ACTIONS (INCLUDING, WITHOUT LIMITATION, POSSESSION, HANDLING, OR USE OF THE PRODUCTS) FOLLOWING SALE OR THE PRODUCTS FURNISHED BY SELLER TO BUYER (WHETHER IN THEIR ORIGINAL FORM AS SHIPPED BY SELLER OR AS A PRODUCT MADE FROM OR INCORPORATING SUCH PRODUCTS), TOGETHER WITH ALL RELATED EXPENSES AND COSTS (INCLUDING, WITHOUT LIMITATION, COSTS AND FEES OF LEGAL COUNSEL AND ALL OTHER COSTS OF DEFENDING ANY ACTION)(COLLECTIVELY "CLAIMS"). THE FOREGOING SHALL APPLY WHETHER OR NOT SELLER WAS OR IS CLAIMED TO BE PASSIVELY, CONCURRENTLY OR ACTIVELY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON SELLER AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS AND THE COMPLETION OR CANCELLATION OF THE APPLICABLE TRANSACTION BETWEEN BUYER AND SELLER.
- 16. LIABILITY LIMITATIONS:** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR EITHER THE ACTUAL DAMAGES INCURRED BY BUYER OR THE REPLACEMENT OF PRODUCTS, IN SELLER'S SOLE DISCRETION, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SELLER UNDER OR AS A RESULT OF THESE TERMS (WHETHER AS TO PRODUCT DELIVERED OR FOR NON-DELIVERY OF PRODUCT, AND WHETHER BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE) EXCEED THE TOTAL REVENUE ACTUALLY COLLECTED BY SELLER FROM BUYER FOR THAT QUANTITY OF PRODUCT PURCHASED HEREUNDER ON WHICH LIABILITY IS ASSERTED, UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR INCIDENTAL LOSS OR DAMAGE OF ANY KIND, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO SUCH TYPES OF DAMAGE AWARDED TO THIRD PARTIES AGAINST BUYER, LOSS OF PROFITS AND LOSS OF REVENUE, ARISING DIRECTLY OR INDIRECTLY IN RESPECT OF THE SUPPLY OF GOODS HEREUNDER, EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF SUCH LOSSES, AND WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY.
- 17. INDEMNITY AGREEMENT FOR SOLID PRODUCTS:** PMW Technologies' solid Products, including, but not limited to, powder and flake resin products, can be combustible and present a 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 Product by Buyer, including, but not limited to, National Fire Protection Association Standard 654, and other national guidance, and shall defend, indemnify and hold PMW Technologies harmless from and against all claims, liabilities, attorney's fees, costs and expenses (including, but not limited to, those relating to injury to or death of Buyer's employees) arising from or connected with the possession, handling, processing or use of the Products by Buyer or any others. This indemnify agreement is in addition to the General Indemnify Agreement contained in Section 16, above.

- 18. EXCUSE:** Neither PMW Technologies 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: act of God, fire, flood, embargo, 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 PMW Technologies nor Buyer shall be required to settle any labor matter against its own best judgment); any cause or circumstance beyond PMW Technologies' 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 of the quantities not delivered due to any such cause or circumstance. In no event shall PMW Technologies 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 circumstances.
- 19. NOTICE / ALLOCATION:** The party excused in whole or in part pursuant to Section 18 shall give written notice thereof to the other party with reasonable promptness. In the event of any cause of circumstance excusing PMW Technologies, PMW Technologies 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 PMW Technologies from responsibility or liability for any resulting incomplete fulfillment of this contract.
- 20. WAIVER AND SEVERABILITY:** 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 PMW Technologies in the event of Buyer's breach of any term or condition contained herein. In the event that any provision herein shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part thereof shall be considered separate from the remaining provisions of this General Terms and Conditions of Sale, which shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the parties as set forth therein.
- 21. EXPORT REGULATIONS:** Seller shall not be responsible for conformity with any standards, codes or regulations that apply to the combination of the Products in the Buyer's application or use of the Products. Buyer will comply with the provisions of the United States Government's Export Administration regulations and related documentation requirements and internal control procedures. Buyer is responsible for obtaining any necessary export or import licenses and permits.
- 22. ENTIRE CONTRACT:** Except to the extent that Buyer's order was placed under a signed written contract between the parties (executed by an authorized officer of each party) that states its intent to modify the terms and conditions set forth herein, this invoice/acknowledgment and these General Terms and Conditions of Sale constitutes the entire agreement and understanding between the parties covering the sale and purchase of the Products. No modification hereof shall be affected by the use of purchase order, acknowledgement, acceptance or other forms at variance with or in addition to this invoice/acknowledgment and these General Terms and Conditions of the Sale. In the event of any conflict between this invoice/acknowledgment and these General Terms and Conditions, on the one hand, and any other signed written contract, the terms of such signed contract should control.
- 23. WAIVER OF TRIAL BY JURY:** TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS GENERAL TERMS AND CONDITIONS OF SALE.

- 24. ASSIGNABILITY:** This order shall not be assigned by Buyer without the prior written consent of PMW Technologies. This order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Seller may assign its rights and obligations hereunder or subcontract any of its obligations hereunder without consent of the Buyer.
- 25. TERMINATION:** Either party shall have the right to terminate this General Terms and Conditions of Sale, without further liability to the other party (except as otherwise provided herein, including, but not limited to, the obligation of payment for any outstanding order for or delivered Product), (i) upon [60 days] prior written notice to the other party, or (ii) in the event that the other party fails to comply with these General Terms and Conditions of Sale and such material default or failure (which shall include the failure to timely pay for any Product) shall continue for a period of thirty (30) days from the date of written notice from the non-defaulting party.
- 26. INSOLVENCY:** In the event that Buyer shall be adjudged insolvent or bankrupt, upon the institution of any proceedings by or against them seeking relief, reorganization or arrangement under any laws relating to insolvency, upon any assignment for the benefit of creditors, upon the appointment of a receiver, liquidator or trustee of any of their property or assets, or upon the liquidation, dissolution or winding up of its business, this General Terms and Conditions of Sale shall, at the option of Seller, terminate immediately.
- 27. GOVERNING LAW:** This contract shall be governed by and construed under the laws of the State of Indiana without application of its conflict of laws provisions. The parties submit to the exclusive jurisdiction of the federal or state courts located in the State of Indiana, County of Marion and City of Indianapolis for resolution of any dispute arising hereunder or related to the Products.