

## TERMS AND CONDITIONS

1. **SERVICES.** Polyurethane Process Industries, LLC (“PPI”) will provide repair and maintenance services (“Services”) at Customer’s location on the following terms and conditions.

Acceptance by Customer shall be by (a) written or oral acceptance received by PPI, or (b) Services rendered by PPI, and Customer’s acceptance of, or payment for (including partial payment) the Services. Acceptance by Customer shall constitute acceptance of these Terms and Conditions and the terms expressed in PPI’s quotation or confirmation. Notwithstanding any contrary terms contained in Customer’s purchase order or communications, which are hereby expressly rejected, these Terms and Conditions shall apply to any and all contracts and agreements entered into by Customer and PPI or accepted by PPI in writing.

2. **PAYMENT.** Unless otherwise agreed in writing, payment of the contract price shall be made in U.S. dollars as specified in PPI’s quotation or confirmation.

3. **TERMINATION.** Either PPI or Customer may terminate this agreement at any time by giving written notice of termination to the other, and this agreement will then terminate on the last day of the month in which the notice of termination is received. Termination of this agreement will be without prejudice to rights and obligations accrued to the date of termination.

4. **LIMITATION OF REMEDY.** PPI will correct any defect in our Services without charge, but shall not be liable to Customer or anyone else for any loss or other damage incurred because of that defect or because of any other failure in our Services or because of any defect in any part or equipment, whether that part or equipment be supplied by us or by someone else, or because of any failure in the performance of that part or equipment. PPI 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 Services.

**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.**

5. **APPLICABLE LAW, SITUS.** The purchase order and these Terms and Conditions of Sale shall be governed by the laws of the Commonwealth 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 .

6. **MODIFICATION.** This agreement may not be amended or modified except by a writing signed or published by PPI.

6. **ENTIRE AGREEMENT.** The entire agreement between PPI and Customer with respect to the Services shall consist of the Terms and Conditions contained herein, together with the terms expressed in PPI’s quotation or confirmation. PPI shall not be bound by any additional or different terms, whether printed or otherwise, in Customer’s purchase order or in any other communication from Customer to PPI unless specifically agreed to in writing and such additional or different terms 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 PPI, to the extent that they alter this agreement, shall not be binding on PPI.

7. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue of any legal proceedings arising from this agreement will be Westmoreland County, Pennsylvania.

[end – terms and conditions]