

GREAT LAKES POLYMER TECHNOLOGIES LLC, D/B/A BRIDON CORDAGE, D/BA/ FABPRO POLYMERS (COLLECTIVELY, "GLPT")  
TERMS AND CONDITIONS OF SALE

1. **SCOPE OF AGREEMENT.** These terms and conditions apply to, whether written or oral, all proposals and quotations submitted by GLPT, to all purchase orders received by GLPT, and to all goods or products ("Products") sold and/or provided by GLPT to any party (the "Customer"). Any terms or conditions of Customer purchase which do not comply with the terms and conditions set forth below shall not apply to GLPT.
2. **DELIVERY.** GLPT shall deliver the Products identified on the order confirmation to Customer on the shipment terms stated on the order confirmation. Delivery dates are approximate. If there is a delay in shipment for more than 30 days due to events within GLPT's control, Customer may cancel delivery of the particular shipment by providing written notice to GLPT of its desire to do so. **IN NO EVENT SHALL GLPT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OCCASIONED BY ANY DELAY IN DELIVERY.**
3. **RISK OF LOSS.** Delivery of the Products to a common carrier or licensed trucker shall constitute delivery to Customer. Customer will bear the risk of any loss or damage in transit and Customer shall be responsible for transportation cost, insurance costs, Customer fees, taxes charged and any other government levy imposed by law on account of the sale of the goods.
4. **INSPECTION AND ACCEPTANCE.** Customer shall inspect the Products when they are delivered to the Customer. All claims for nonconforming Products shall be deemed waived unless made in writing and received by GLPT within 120 days after delivery. Customer shall afford GLPT prompt and reasonable opportunity to inspect all such nonconforming Products. No claim shall be effective if made after the Products have been cut or otherwise processed in any manner. No products can be accepted for credit unless the return has been previously authorized by GLPT.
5. **PAYMENT.** All payment is due and payable within 30 days of receipt or invoicing whichever comes first. All past due payments are subject to interest charges of 1.5% per month. GLPT may agree to a longer period on the order confirmation.
6. **PRODUCT APPROVALS:** Customer agrees that it bears sole responsibility to ensure that its use of the Product conforms with any and all applicable federal, state, provincial, or local laws and that it is Customer's sole responsibility to obtain any government approvals necessary to use the Product. Final determinations of suitability of the Product purchased and sole hereunder for the use contemplated by Customer is the sole responsibility of Customer, and GLPT shall not be responsible for the suitability of such Product for any particular end use.
7. **CANCELLATIONS.** Cancellations by Customer for any reason other than as stated in section 2 above requires GLPT's written consent. GLPT may cancel or refuse an order if Customer's creditworthiness at any time becomes unsatisfactory in GLPT's sole discretion.
8. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY:** GLPT DOES NOT MAKE ANY WARRANTY WHATSOEVER REGARDING THIS PRODUCT, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, DESIGN OR QUALITY. CUSTOMER'S EXCLUSIVE REMEDY AND GLPT'S EXCLUSIVE LIABILITY FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES RESULTING FROM THE USE OF THIS PRODUCT, SHALL BE LIMITED TO THE REPLACEMENT OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO CASE SHALL GLPT BE LIABLE FOR DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT. CUSTOMER ACCEPTS THE PRODUCT SUBJECT TO THE FORGOING DISCLAIMER AND PURCHASES AND USES THE PRODUCT AT CUSTOMER'S OWN RISK. NO EMPLOYEE OR AGENT OF GLPT IS AUTHORIZED TO VARY THE TERMS OF THIS DISCLAIMER IN ANY MANNER.
9. **INDEMNITY:** Customer agrees to indemnify GLPT for all costs and expenses, including reasonable attorney fees, incurred in collection of any unpaid amounts or to enforce these terms and conditions. Customer agrees to indemnify, defend and hold GLPT harmless from all losses, expenses, claims or causes of action arising from Customer's use or resale of the Product, including any third-party claims for personal injury or property damages, regardless of the nature of the claim or whether GLPT is alleged to be at fault.
10. **FORCE MAJEURE:** GLPT shall not be liable for monetary damages or otherwise for any delay or failure to perform any of its obligations, for the time and to the extent such failure to perform is caused by: (a) war, explosion, fire, flood, accident, severe weather or act of God; (b) strikes, lockouts or other labor troubles; (c) compliance with any governmental regulation, order or rule (foreign or domestic); (d) shortage or breakdown or other failure of facilities used for the manufacture or transportation of the products sold hereunder; (e) shortage or unavailability of labor, power, fuel, raw materials or other products necessary for the delivery of the Products sold hereunder; or (f) any other cause or causes beyond the reasonable control of GLPT or its suppliers. In the event that GLPT is unable, due to any such cause or otherwise, to fulfill Customer's total requirements of GLPT, Customer agrees to accept, as full and complete performance by GLPT, deliveries of Products in accordance with such allocations as GLPT may make. During periods when demand for available product exceeds supply, GLPT may distribute its supply of raw materials and/or finished Products among itself, for its own uses, its customers and Customer in such manner as GLPT deems reasonable. Customer agrees to accept, as full and complete performance by GLPT, deliveries in accordance with such determination as GLPT may make. In no event shall GLPT be required to purchase material or product from third persons in the event that GLPT invokes one of the above-mentioned clauses, nor will GLPT be liable for any cost increases suffered by Customer in purchasing Product from a third party.
11. **GOVERNING LAW.** Any disputes that may arise under, out of or in connection with these terms and conditions or a sale of Products by GLPT, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to its choice or conflict of law doctrine. The Parties expressly consent, and submit themselves, to the exclusive jurisdiction of the state and federal courts of the County of New Castle, Delaware.
12. **PRICE CHANGES:** If, after the conclusion of this contract, changes occur in one or more factors impacting GLPT's price calculations, such as costs of materials and/or energy, government actions, cost of freight for raw materials, insurance premiums, exchange rates, taxes, etc. GLPT shall be entitled to increase Product prices accordingly, GLPT will inform Customer in writing of the price increase. The Customer will be deemed to accept the price increase unless it informs GLPT within 7 days after receipt of such notice that it wishes to terminate the contract, in such event the contract will be considered terminated as to the affected quantities and neither party shall be entitled to recover direct, indirect or consequential as a result thereof.