

Polymer Sciences Inc. Standard Invoice Terms and Conditions of Sale UNLESS OTHERWISE SPECIFICALLY PROVIDED BT SEPARATE WRITTEN AGREEMENT DULY SIGNED BY SELLER, THE TERMS AND CONDITIONS ON FACE SIDE AND SPECIFIED BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER NO OTHER TERMS OR CONDITIONS SHALL BE OF EFFECT. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS FOR PERFORMANCE OF SERVICES BY SELLER OR ACCEPTANCE OF SHIPMENT OF ANY PART OF THE DESCRIBED SHIPMENT.

Definitions: In this Agreement the following words and expressions shall have the following meanings:

"Agency" means the Environmental Agency, U.S. or Georgia Environmental Protection Agency;

"Agreement" means a separate written agreement between Buyer and Seller signed by an Authorized Principal of Seller;

"Authorized Principal" means any individual that has been granted authority to sign on behalf of the Seller by the Seller's Board of Directors and is demonstrated by presented copy of Seller's Articles, Bi-Laws or Written Consent to Buyer.

"Commission" means the fees to be paid by the Buyer or Seller for the provision by Services of a third party broker or representative;

"Business Day" means a day other than a Saturday or Sunday on which Banks generally are open for business in London;

"Buyer" means any individual, organization, company or corporation wishing to buy goods or services from Polymer Sciences or one of it's entities;

"Contract" means and contractual obligation or Agreement between Buyer and Seller signed by an Authorized Principal of Seller.;

"Delivery Charges" means the cost to Polymer Sciences of complying with the provisions of the Sale;

"End Time" means the time stated in the Sale Criteria as the time when the sale shall conclude;

"Exporter" means an individual or organization which is engaged in exporting of materials outside the United States;

"Face of this Invoice" refers to "Invoices";

"Forward Contracts" means an agreement for the sale by a Seller and purchase by a Buyer based on Forward pricing of material;

"Invoice" means either the face of this document of which these Terms and Conditions apply, or any written or verbal demand for payment to Seller of Material, goods or Services communicated to Buyer; any such communication may be on any written form or letter transmitted to Buyer by mail, facsimile, email, voice mail or verbal expression of which these Terms and C apply;

"Market Price" means any three (3) recorded quotations, either verbal or written, from perspective buyers or individuals knowledgeable or experienced in dealing with or pricing out the same, similar or like Materials;

"Material" means any products, goods, equipment or services that have been sold to the Buyer, Processed for the Buyer (whereby the Buyer supplies goods or material to Seller for Reprocessing), released to the Buyer or sent to the Buyer;

"Payment Methods" means electronic funds transfer or Check from Buyer;

"Processing" means taking possession of material supplied by individual, Buyer or Customer for the explicit or implicit reason of warehousing, repackaging, cleaning, grinding, shredding, pelletizing or in any way changing the material from it's originally received condition into another by Seller;

"Purchase" means Buyer or Buyer's representative authorizing Seller to perform a service or services for Buyer by verbal expression, written instruction or Purchase Order;

"Reprocessing" means taking possession of material supplied by individual, Buyer or Customer for the explicit or implicit reason of warehousing, repackaging, cleaning, grinding, shredding, pelletizing or in any way changing the material from it's originally received condition into another by Seller;

"Reprocessor" means an organization involved in the reprocessing or re-working of scraped or waste materials for the purpose of industrial or beneficial use or reuse, this may include cleaning, pelletizing, grinding or in some means working goods, products or materials;

"Reverse Format Sale" means a purchase by a Buyer of material goods or services from Seller, where the Buyer invites other companies to bid for the purchase and subsequent sale of said material;

"Return for Credit" means any Material, goods or Services from Seller whereby Seller agrees to reimburse Buyer only upon an authorized written notification to Buyer from Seller's Authorized Principal for a specific Material in question.

"Sale" means Buyer orders or takes delivery of goods or services supplied by Polymer Sciences or one of it's representative in either a Traditional Format Sale of goods or services or in a Reverse Format Sale, as the case may be.

"Sale Criteria" means such information contained in writing by an authorized Polymer Sciences representative having signed and returned to Buyer before commencement of Sale, relating to the instruction and procedures of Buyer in the Purchase of goods or Services from Polymer Science or one of it's subsidiaries or representatives which might regulate the procedure of that Sale conveyed prior to that sale's or service's commencement including whether or not the Sale is being carried out by way of the goods or Services or whether or not the Sale is in respect of Forward Contracts;

"Seller" means Polymer Science, Inc. or one of it's subsidiaries or Representatives;

"Services" means the provision of Polymer Sciences to perform a function for the Buyer which may be subsequently handled by Polymer Sciences, one of it's subsidiaries or vendors at Polymer Sciences discretion;

"Settlement" means the day that the Seller submits a written proposal to settle a dispute between Buyer and Seller, if more than one written proposal is submitted by Seller then Seller will so designate any pricing or dates within the settlement and any new prices or dates that may supersede previously proposed settlement prices or dates, at Sellers discretion;

"Start Time" means the time stated in the Sale Criteria as the time when the sale or service shall commence;

"Traditional Format Sale" means a sale of goods or services by a Seller to a Buyer;

"TERMS AND CONDITIONS OF SALE BY POLYMER SCIENCES AND CONDITIONS:"

1 BASIS OF THE SALE 1.1 The Seller shall sell and the Buyer shall purchase the Material, goods, equipment ("Material") or Services in accordance with the Seller's Standard Terms and Conditions (this agreement), which shall govern any Contract or agreement to the exclusion of any other written Agreement signed by an Authorized Principal of Seller which is ultimately the Seller's Board of Directors as valid or invalid. **1.2** No variation to these terms shall be binding unless agreed in writing by an Authorized Principal of the Seller and are subject to validation by the Seller's Board of Directors; **1.3** The Seller's employees or agents are not authorized to make any representations concerning the Material, goods or Services unless confirmed t Seller in writing and signed by an Authorized Principal of the Seller. In entering into a Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed as stated in these Terms and Conditions. **1.4** Any advice or recommendation given by the Seller or its employees, agents or representatives to the Buyer or its employees, agen representatives or authorized parties who control the disposition of goods or materials for the Buyer as to the use of the Material, goods or Services which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed by the Se writing and signed by an Authorized Principal of the Seller. **1.5** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Seller to the Buyer shall be subject to correction without any liability on the part of the Seller. **1.6** All sales are final upon Seller's shipment

Material, completion of services, taking order from Buyer or Buyer's verbal appointment to purchase, agreement, down payment or written request. **1.7** All sales are final, any deposits paid will be lost if sale not completed by full payment. **2.1** The Seller shall be responsible for the terms of any order submitted by the Buyer or on the face of this invoice, and for giving the Seller any necessary information relating to Material, goods or Services within a sufficient time to enable the Seller to perform the Contract, Agreement or verbal agreement in accordance with its terms or as related to the face of this invoice. **2.3** The quantity and description of the Material, goods or Services shall be as set out in the face of this invoice. **2.4** No order which has been accepted by the Seller based by w communication, verbal instructions, Buyer's purchase order, Agreement or Contract may be cancelled by the Buyer except with the agreement in writing to the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss and Buyer will be liable to the Seller for any costs incurred or forward including but not limited to loss of income for any scheduled r time for 30 days to 6 months, costs including but not limited to any administrative costs, Material costs, developmental costs, equipment costs, laboratory costs, additive material costs, freight and surcharge costs, damages by third party claims, charges and expenses incurred by the Seller as a result of cancellation.

3 PRICE OF THE MATERIAL 3.1 The price of the Material, goods or Services shall be the Seller's invoice price on the face side and is effective at the time of shipment of Material or performed Services and shall prevail all other price quotations, agreements or discussions.

3.2 Unless otherwise agreed in writing between the Buyer and the Seller, all prices given by the Seller exclude the cost of delivery, taxes, duties, insurance or any other charges explicit or implied, any such written agreement must be signed by an Authorized Principal of the Seller.

3.3 As the price is exclusive of any applicable ownership claims, repossessions, settlement claims, value added tax, penalties, Government assessed charges, environmental impact or hazards, cleanup, spills, landfill costs, taxes, duties, freight or surcharges, the Buyer shall be additionally liable to pay or reimburse to the Seller for all such charges incurred, but not limited to shipping charges. Materials goods or Services which have not been shipped or are in the process of being shipped, are the responsibility of the Seller.

4 PRICE CHANGES 4.1 Regardless of any Purchase Orders, Contracts, Agreements or discussions, the Seller may at any time change it's price of Material, goods or Services without notice; Seller may at any time withdraw any Purchase Order prices or agreements submitted to Seller without notice.

5 CREDIT BALANCE 5.1 Any credit balance issued by Seller will be maintained for a period of one (1) year of its issuance; it is the Buyer's responsibility to collect or demand payment in writing of any credit due. IF NO DEMAND IS MADE BY BUYER OR IF CREDIT IS NOT APPLIED WITHIN ONE (1) YEAR THE BALANCE REMAINING SHALL BE CANCELED AND THE SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

6 TERMS OF PAYMENT. 6.1 Subject to any special terms agreed between the Buyer and the Seller in writing on the Seller's letterhead and signed by an Authorized Principal of the Seller, terms are full payment paid due on date of order placed by the Buyer to the Seller, as a courtesy Seller offers extended payment terms within thirty (30) calendar days after either, (i) ship Material, goods or Services; or (ii) upon completed performance of Services by Seller either in whole or in part; or (iii) upon demand of payment to Buyer from Seller in writing or verbal communication; Seller may demand and Buyer shall make payment at any time after Buyer has placed order; **6.2** Buyer is responsible for obtaining a copy of Seller's Invoice for Material or ; Seller has agreed to sell to Buyer or for Services Seller has agreed to perform for Buyer either after material shipment or completion of Services by Seller. **6.3** The Buyer shall pay the price of the Material, goods or Services with United States currency (in cleared funds), by check, Credit Card, bank transfer or other guaranteed method of payment, without any other deduct or counterclaim on the date on the face of this invoice or that the Buyer requests shipment or arranges for pickup of Material or submits its order for the Material, goods or Services, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Material has not passed to the Buyer, as the invoice and payme the Buyer or expressed to the Buyer is offered as a courtesy to Buyer. A courtesy time of payment of the price shall be communicated and designated on the face of the invoice for the Material, goods or Services. **6.4** If the Buyer fails to make payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may at Seller's discretion Cancel any Contract or Agreement or suspend any further deliveries to the Buyer without canceling or changing any payment Terms or the Terms and Conditions of this invoice; **6.4.2** Appropriate any payment made by the Buyer as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and **6.4.3** Charge monthly compounding interest on any o amount (both before and after any judgments) at the greater rate of either (i) 18%; or (ii) the maximum allowable amount permitted by law; in either case from the due date on the face of this invoice until all outstanding amounts are paid in full;

6.4.4 Demand immediate return of Material. **6.4.5** Exercise any rights under Remedies in these Terms and Conditions.

7 SHIPMENTS & DELIVERY 7.1 Delivery of the Material, goods or Services shall be established by the Buyer placing a verbal or written order to the Seller for the Material, goods or Services, unless otherwise so agreed between Buyer and Seller and is written on Seller's letterhead and signed by an Authorized Principal of the Seller. **7.2** Any dates quoted for delivery of th goods or Services are approximate only and the Seller shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of a Contract or Agreement unless previously agreed by the Seller in Writing on Seller's letterhead and signed by an Authorized Principal. The Material, goods or Services may be delivered by the Seller in advance quoted delivery date. **7.3** If the Seller fails to deliver Material, goods or Services that is owned by the Buyer (or any installment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the cost to either (i) replace the Material with similar or like Matr p and (ii) return of the Material or goods or Services to the Buyer and Seller shall be liable to the Buyer for any other loss or damage to the Buyer caused by the Seller's failure to deliver the Material, goods or Services as quoted on the Seller's invoice or any other communication for Buyer to pick up Material, goods or Services or Services within thirty (30) days after either, (i) Buyer; or (ii) anyone given authority by the Buyer; or (iii) anyone that is guiding or in control of the disposition of the Material; or (iii) anyone having previously placed an order for the Buyer and notification in writing has not been sent to Seller of termination of such control of such entity by the Buyer, has placed an order for Mat goods or Services with Seller then, without limiting any other right or remedy available to the Seller, the Seller may; **7.4.1** store the Material, goods or Services at a location to be chosen by the Seller regardless of cost until actual delivery and charge the Buyer for the costs (including but not limited to any insurance, loading fees, duties, taxes or inspection costs) of storage; sell the Material, goods or Services after 30 days of delayed shipment or delivery to Seller at the best price readily obtainable and (after deducting all freight, surcharges, inventory, storage, interests of late payments, loading fees, inspection costs, and any other selling expenses) account to the Buyer for the excess over the price of the invoice or charge the Buyer for any s below the price under the face of this invoice.

8 WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION 8.1 This invoice shall be construed as an Agreement between Buyer and Seller as merchants, any disputes arising between the Buyer and Seller, questions concerning validity, construction or performance will be governed by the laws of the state of Georgia, Forsyth County in the United States.

9 LIABILITY 9.1 Subject to any expressly provided in these Terms and Conditions all warranties are excluded to the fullest extent permitted by law.

9.2 The Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of a Contract or Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by th negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Material, goods or Services by the Seller (including any delay in supplying or any failure to supply the Material, goods or Services in accordance with the invoice or a Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller in connection with the invoice or a Contract shall not exceed the Market Price of the Material, except as expressly provided in these Terms and Conditions. **9.3** The Seller shall not be liable to the Buyer or be deemed to be in breach of the invoice or a Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in any relation to the goods or Services, if the delay or failure was or was not due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.3.1 Act of God, explosion, flood, temper, fire or accident; **9.3.2** war or threat of war, sabotage, insurrection, civil disturbance or requisition; **9.3.3** acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any Federal, State or local governmental authority; **9.3.4** import or export regulations or embargoes; **9.3.5** strikes, lock outs or other ind actions or trade disputes (including postal strikes and whether involving employees of the Company or of a third party);

9.3.6 power failure, loss of material supply, loss of vendor participation or financial in-capability

10 RISK AND PROPERTY 10.1 Risk of damage to or loss of the Material, goods or Services shall pass to the Buyer at the time of pickup or the time when the Company has tendered delivery of the Material by completion of Material or Services, if earlier. **10.2** Notwithstanding delivery and the passing of risk in the Material, goods or Services, or any other provision of these Terms and Conditions, the Buyer shall remain liable to the Seller for the full price of the Material, goods or Services if the Seller has received cash or cleared funds payment full of the price of the Material, goods or Services on the face of this invoice and all other Material, goods or Services agreed to by the Seller to the Buyer for which payment is then due. If Buyer supplies goods or materials to Seller for P or Reprocessing, Seller has an financial interest in the Material, goods or Services and Buyer is responsible for full payment to Seller in accordance with the face of this invoice before Seller releases all interest in Material, goods or Services. **10.3** Until such time as the full ownership in the Material, goods or Services passes to the Buyer, the Buyer shall hold the Material, go Services as the Seller's fiduciary agent, and shall keep the Material separate from all those of the Buyer or third parties and properly stored, protected and insured and identified as the Seller's property. **10.4** Until such time as the ownership in the Material, goods or Services passes to the Buyer, the Seller may at any time require the Buyer to deliver up the Material, goods Services to the Seller and, if the Buyer fails to do so forthwith, the Seller may enter on any premises of the Buyer or any third party where the Material, goods or Services are stored and repossess them. **10.5** The Buyer shall not be entitled to use in Buyer's, Buyer's customer or Buyer's agent or vendor by processing, pledge or in any way charge or include by way of securi indebtedness any of the Material, goods or Services which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

11 INSOLVENCY OF BUYER 11.1 This clause 11 applies if: **11.1.1** the Buyer makes a voluntary or involuntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into bankruptcy, liquidation, acquisition, takeover or merger; or **11.1.2** an encumbrance takes possession, a receiver is appointed, of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases or threatens to cease to carry on business.

11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel any invoices, Agreements or Contract or suspend any further deliveries under such without any liability to the Seller, and if the Material, goods or Services have been delivered but not paid for, the price shall become immediately due and payable notwithst any previous agreement or arrangement to the contrary; if the Buyer is unable to pay, the Seller, at it's discretion, may (i) take immediate possession of the Material for payment regardless of material disposition as the Sellers material, goods or Services (ii) sell off any other Material, goods or materials belonging to Buyer in Seller's possession to pay for any balance due to any costs incurred by Seller, including but not limited to all costs in accordance with all other sections of the Terms and Conditions of this Invoice.

12 QUALITY - WARRANTY 12.1 Seller does not warrant Material, goods or Services as Seller may be Processing or Reprocessing goods, products, materials or Services from scrap or rejected material feed streams. Seller will make every attempt to process or qualify material in conformity to Buyer's expectations, but without any guarantees. Buyer agrees to these terms acceptance of the Material, goods or Services and Buyer agrees that if the Material, goods or Services do not meet Buyer's expectations any future orders may not be canceled by Buyer or its agents or authorized representative without written confirmation and acceptance of canceled orders by an Authorized Principal of Seller. Seller may elect at it's discretion to either, (i) Buyer return all Material, goods or Services to Seller within 7 days of written notification only from an Authorized Principal of Seller that states and binds Seller to return "taking the material back and crediting Buyer" which will then be delivered at Buyer expense to Seller's location or any other location designated by Seller whereby Seller will then credit Buyer excluding any port charge and (ii) Seller shall not be liable to the Buyer for the full face amount within the terms of this invoice and afterwards negotiate with Buyer for a possible credit, discount or resolution at Seller's discretion; or (iii) Seller may refuse to take material back or credit Buyer for material if Seller feels sufficient steps were qualify the material through samples sent to Buyer of Material before shipment of a full load was made or where Buyer may have purchased without samples;

12.2 If material belongs to Buyer and is sent to Seller for Reprocessing or Processing, Seller does not warrant work performed on Buyers material and Buyer is responsible for all payments and terms on the face of this invoice.

12.3 If Buyer ships Material back to Seller for any reason and Seller receives Material at Seller's loading docks and unloads into Seller's facility or any other facility that works for Seller, said receipt does not constitute or imply acceptance of Material as Return for Credit to the Buyer, the **13 Remedies 13.1** If Buyer has not paid Seller, based on the face of this Invoice or for other pay Seller, Seller may at any time exercise any of the following Remedies to bring Buyers account up to date:

13.1.1 Exchange any existing Seller's A/P accounts for Seller's A/R accounts with Buyer in a swap or exchange of receivables to payables. **13.1.2** A Force a sale of any material(s), goods or equipment in Seller's possession may be exercised by Seller at Sellers liberty to pay towards Buyers debts owed from Buyer to Seller, either undisputed or disputed, as such debt that Seller has on record at the time the ma forcibly sold by Seller to recover Seller's costs and profit. If it is later determined Seller received over and above Buyer's Debt to Seller, Seller will return the excess to Buyer unless there exists current charges on Buyer's account with Seller that will cause Buyer's debt to continue to increase on a weekly or monthly basis to include but not limited to warehousing costs of Buyers materials maintained by Seller in Buyer's possession. **13.1.3** Pursue legal action. **13.1.4** Remedies available to the Seller in Georgia. **13.1.4** For material, goods or equipment abandoned or left with Seller for more than seven (7) days after production completion, purchase by the Customer or Buyer or appointed pickup from Customer or Buyer; Seller may, at Seller's sole discretion, charge for warehousing, handling and any other fees associated in managing these materials, goods or equipment including but not limited to moving and warehousing at another location such materials, goods or equipment as Seller sees fit. As Seller is not a warehousing facility these fees will be assessed weekly at the discretion of Seller and will not be advertised by Seller as charges offered to the public, customers or these charges are irregular in the scope to Seller's operations. Such charges are subject to increase at Seller's discretion based on the amount of material in Seller's facility and the amount of trouble or extra work created by the presence of these material, goods or equipment in Seller's possession as well as consideration for lost work Seller could not engage in due to warehouse space constraints caused by the these materials, goods or equipment within Seller's possession.