

PSI PURCHASE ORDER General Terms and Conditions for Purchase of Materials, Goods or Services by Polymer Sciences, Inc. (PSI) from Seller or Contractor

ALL PSI PURCHASES AND PURCHASE ORDERS ARE CONDITIONAL TO THESE TERMS AND CONDITIONS UNDER ALL CIRCUMSTANCES.

Definitions:

“Seller” means anyone selling any materials, goods or services to PSI.

“Material” means any product, parts, goods, scrap, or generally any type of material sold to PSI, its vendors, affiliates or customers.

“Services” means any type of labor, investment or service supplied to PSI, its vendors, affiliates or customers.

“Purchase” means any material PSI has taken possession of, accepted to buy, offered to buy or bid on for payment in legal tender or exchange in material or services.

“P.O.” means Purchase Order or Purchase Orders

“PSI” means Polymer Sciences, Inc.

1 Seller:

1.1 Seller is responsible for retrieving or receiving these Terms and Conditions from PSI for all Materials, Goods or Services offered for sale to PSI or that PSI has offered to Purchase under all circumstances

1.2 Seller agrees by acceptance of the Purchase Order from PSI that it will abide by all PSI Purchase Order Terms and Conditions

2 Delivery:

2.1 Delivery of Materials, Goods or Services is not an acceptance by PSI for payment on Materials, Goods or Services; Payment is dependant on Quality and Acceptance of such Materials, Goods or Services.

3 Quality and Acceptance:

3.1 PSI agrees to pay seller for Materials Goods or Services as outlined on the face of this Purchase Order after either (i) written acceptance to Seller that Material, goods or Services meet with the specifications of PSI or PSI Customer and payment will be submitted; or (ii) all material or goods have been processed and all processed material or goods has been accepted for its intended use by PSI or PSI Customer, any unacceptable material or goods will be collected and returned to Seller for a full refund including freight, fuel surcharge and any other transportation costs associated with delivery and return of the material to or from the seller.

4 Governing Law, all transactions referenced or associated with the face of this Purchase Order and any disputes or claims arising from this PO will fall into the jurisdiction of the laws and courts of the State of Georgia, Forsyth County, United States.

5 Payment:

5.1 Payment by PSI for all P.O. are subject to these Terms and Conditions and the payment Terms identified on the Face of this Purchase Order after all Terms and Conditions have been met.

5.2 All material that has been paid for but not accepted due to Quality and Acceptance terms in these Terms and Conditions on this Purchase Order are subject to immediate reimbursement by seller for the amount of the actual purchase from PSI including, but not limited to, all other expenses PSI incurred in the purchase delivery or return of the Material, goods or Services from or to the Seller.

5.3 This PO is not a contract or agreement or commitment for indebtedness or obligation to pay for any Materials, goods or Services, but merely an intent to potentially purchase said Materials,

goods or Services from Seller, given all other criteria from PSI has been met, based on PSI or PSI Customer approval, specifications, plans and material requirements.

6 Expiration & Cancellation:

6.1 This PO is subject to expiration within the following of either occurrence; (i) Materials, goods or Services not delivered or completed within 30 days of issuance of PO; (ii) Materials, goods or Services not accepted by PSI or (iii) subject to any other Terms & Conditions within this PO;

6.2 At anytime, PSI reserves the right to cancel this PO without notice and without obligation by notification to the Seller or canceling the PO either in writing, facsimile, email, verbal communication or lack of payment;

6.3 In the event that Materials or goods have been delivered and payment has not been made by PSI due to cancelation of the PO, Seller is responsible to retrieve their Materials or Goods in a timely manner. If Seller does not take their material, or an equivalent offered by PSI to settle all Sellers claims against Materials, goods or Services, then Seller is subject to Maintenance Fees including, but not limited to warehousing, packaging, re-packaging and administrative costs while in the possession of PSI including any interests on monthly charges for Maintenance Fes that are unpaid by Seller for more than 30 days.