

INTERFACIAL SOLUTIONS LLC (“IFS”) TERMS AND CONDITIONS OF SALE

1. PAYMENT AND SHIPPING TERMS. Unless otherwise specifically agreed in writing, payment terms are net 30 days from IFS invoice date and IFS product(s) (“Product(s)”) is shipped F.O.B. point of shipment. Title and risk of loss pass to Buyer upon delivery to carrier at the point of shipment. IFS may withhold shipments of Product(s) if Buyer fails to pay on time. If IFS pays freight, IFS may initially designate the means of transportation and routing. If Buyer requires a more expensive means of routing, Buyer will pay any extra cost.

2. COMPLIANCE WITH LAWS AND PRODUCT STEWARDSHIP. IFS and Buyer are committed to promoting effective product stewardship and appropriately managing environmental, health, safety, and regulatory considerations with respect to Product(s). IFS agrees that in the manufacture and sale of Product(s) it will comply with all applicable federal, state, and local laws. Buyer is solely responsible for and at its own expense will comply with all applicable federal, state, or local laws, including, but not limited to, those relating to occupational health, safety, and environment, and shall secure any required permits or approvals applicable to Buyer's operations, purchase, handling, transportation, storage, use, processing, disposal and/or treatment of Product(s), and the distribution, marketing, sale, and use of products made using or containing Product(s). Buyer will provide appropriate environmental, health, safety, and regulatory information related to Product(s) to Buyer's employees and to Buyer's customers of products made using or containing Product(s).

3. PRODUCT USE. Buyer is responsible for evaluating and determining whether Product(s) is suitable and appropriate for Buyer's particular use and intended application. The conditions of evaluation, selection, and use of Product(s) can vary widely and affect the use and intended application of Product(s). Because many of these conditions are uniquely within Buyer's knowledge and control, Buyer must evaluate and determine whether Product(s) is suitable and appropriate for a particular use and intended application.

4. WARRANTY, DISCLAIMER, AND LIMITED REMEDY. IFS warrants that Product(s) will conform to IFS specifications for Product(s) at the time of shipment to Buyer. **IFS makes no other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of a course of dealing, custom, or usage of trade.** If Product(s) does not conform to this warranty, IFS's only obligation, and Buyer's exclusive remedy, shall be refund of the purchase price for or replacement of the quantity of Product(s) shown to be nonconforming. IFS has no obligation under this warranty with respect to Product(s) that has been modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer. The foregoing warranty and remedy shall not apply to experimental or developmental Product(s) which is sold “as is” and without any warranty. Buyer will inspect Product(s) for conformance to specification within a reasonable time of receipt. Failure to notify IFS within 45 days after receipt that Product(s) is not conforming in any respect will be deemed waiver of any right or claim with respect to such non-conformance.

5. LIMITATION OF LIABILITY. Except where prohibited by law, **IFS shall not under any circumstances be liable to Buyer for any direct, indirect, special, incidental, or consequential loss or damages (including, but not limited to, loss of profits, revenue, business, opportunity, or goodwill) resulting from or in any way related to Product(s) or IFS's sale of Product(s), regardless of the legal or equitable theory under which such loss or damages are sought, including breach of warranty or contract, negligence, or strict liability.**

6. EXCUSABLE DELAY. Neither IFS nor Buyer shall be liable for failure to perform (except for payment by Buyer for Product(s) received) if performance is prevented, restricted, or interfered with by reason of any event or condition beyond its reasonable control, including, but not limited to: Fire or earthquake or other casualty or accident; inability to procure materials, power, or supplies; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency, court, or intergovernmental body; or environmental, health, safety, or regulatory reason as reasonably determined by IFS. A party, when so affected and upon giving notice, shall be excused from such performance to the extent of such prevention, restriction, or interference;

provided that the affected party shall use its reasonable efforts to avoid or remove such reason for nonperformance and shall promptly resume performance whenever such reason is removed. In the event of back-order or other limited supply or availability of Product(s) for such reason or any other reason, IFS reserves the right, in its sole discretion and in a manner that it determines to be fair and reasonable under the circumstances, to allocate production capacity related to and/or supply of Product(s) that is in back-order or limited supply.

7. TERMINATION FOR DEFAULT. IFS may terminate an order or agreement, in whole or in part, if Buyer is in breach of a material obligation and does not cure such breach to the reasonable satisfaction of IFS within ten (10) days of IFS's written notice of intent to terminate for Buyer's default. IFS may terminate or modify these Terms and Conditions applicable to an order or agreement immediately and without prior written notice to Buyer upon the insolvency of Buyer, filing of a voluntary or involuntary petition of bankruptcy by or against Buyer, making of an assignment for the benefit of creditors by Buyer, or a significant change in the ownership or control of Buyer.

8. TAXES. After an order is accepted or a sale commitment is made, any increase in, and all new, taxes, excises, duties, or other governmental charges (except taxes based on income) imposed on the production, sale, transportation, import, or export of Product(s) sold to Buyer which IFS is required to pay will be added to the price paid by Buyer for Product(s).

9. TECHNICAL INFORMATION AND DATA. Technical information and data, recommendations, and other statements provided by IFS are based on information, tests, or experience which IFS believes to be reliable, but the accuracy or completeness of such information is not guaranteed. Such technical information and data are intended for persons with knowledge and technical skills sufficient to assess and apply their own informed judgment to the information. No license under any IFS or third party intellectual property rights is granted or implied with this information.

10. DISPUTE RESOLUTION. IFS and Buyer agree to resolve any claims or disputes arising from or relating to an order, agreement or Product(s) by the following sequence of exclusive dispute resolution methods: (a) Good faith negotiations; (b) if necessary, non-binding mediation using a mutually acceptable neutral mediator in accordance with rules and procedures as the mediator shall reasonably establish; and (c) as a last resort, either party may commence litigation, provided, however, that any lawsuit shall be commenced in a federal or state court of competent jurisdiction for the principal place of business of the party against which the lawsuit is filed, and each party consents to the personal jurisdiction of such court. Nothing in this section shall preclude either party from taking any action reasonably necessary to prevent immediate and irreparable harm to that party; provided, however, that any such party remains obligated to resolve the underlying claim or dispute giving rise to such action by means of the dispute resolution methods of this section. A party shall commence efforts to resolve a claim or dispute no later than one year after the cause of action accrues.

11. MISCELLANEOUS TERMS AND COMPLETE AGREEMENT. Except as provided in Section 7, no part of these Terms and Conditions may be amended, modified, supplemented, or waived in any manner whatsoever (including course of dealing or of performance or usage of trade) unless agreed to in writing signed by authorized representatives IFS and Buyer. Neither IFS nor Buyer may assign to a third party an order or agreement of which these Terms and Conditions are a part without the prior written consent of the other party. The validity, performance, and construction of these Terms and Conditions, an order, or agreement shall be governed solely by Wisconsin law without regard to conflict of law principles. The UN Convention on the International Sale of Goods shall not apply. These Terms and Conditions shall become part of every order, sale, and purchase agreement between Buyer and IFS for Product(s), and any terms or conditions of Buyer or by operation of law that conflict with or differ from them will not become part of an order or agreement unless specifically agreed to in writing by IFS or required by law.

Revision date: September 10, 2009