

STANDARD TERMS AND CONDITIONS OF SALE
OMNOVA NORTH AMERICA, INC., A DIVISION OF SURTECO GROUP SE

1. Acceptance.

The terms and conditions set forth in this document are intended to establish standard terms and conditions of sale for all sales by OMNOVA North America, Inc., a Delaware corporation ("OMNOVA") to the purchaser ("Purchaser") unless otherwise provided in a written agreement between OMNOVA and Purchaser. Acceptance of Purchaser's order is made expressly conditioned upon Purchaser's agreement to all of these Terms and Conditions of Sale. OMNOVA objects to any terms and conditions set forth in Purchaser's purchase order that are different from, or in addition to, these Terms and Conditions of Sale and such terms are expressly rejected. Any conduct by Purchaser which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, Purchaser's acceptance of delivery of the products described on the face hereof shall constitute Purchaser's acceptance of all these Terms and Conditions of Sale. Any inconsistent or additional terms contained in the Purchaser's purchase order are hereby rejected unless expressly accepted in writing by OMNOVA within ten (10) days after its receipt of such purchase order at OMNOVA's principal office.

2. Freight Terms.

All shipping terms shall have the meaning set forth in the Uniform Commercial Code for domestic sales or in INCOTERMS™ 2010, as published by the International Chamber of Commerce, for international sales. Freight terms are as shown on the Order Acknowledgment from OMNOVA. Any prepaid shipments will be made at OMNOVA's option, cheapest way. Unless the products are shipped "F.O.B. Shipping Point", title to and risk of loss of the products will pass to Purchaser upon OMNOVA's delivery to the delivery point and products shall be deemed "delivered" at such time, and any claims for losses or damage occurring after delivery to carrier by OMNOVA shall be made by Purchaser directly with the carrier. Purchaser assumes all risks and liability for results arising out of Purchaser's unloading, discharge, storage, handling and use of the products, or arising out of Purchaser's compliance or non-compliance with federal, state, municipal or local laws and regulations with reference thereto.

OMNOVA reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices and the Section entitled "Remittances" below. If Purchaser becomes overdue in any such partial payment, OMNOVA shall be entitled to suspend work and/or avail itself of other legal remedies.

All promises of shipment are estimated as closely as possible, and OMNOVA shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Materials stated to be in stock are subject to prior sale, as is shop space.

3. Contingencies.

OMNOVA shall not be liable in damage for, nor demand to be in default by reason of, any failure to deliver or delay in delivery due to any cause beyond its reasonable control, including but not limited to, delays caused by fire, the elements, war, labor difficulties, interruptions or shortage of transportation, inability to obtain supplies or any other cause that interferes with OMNOVA's production facilities or those of its sources of supply. Each order is made subject to all present and future government laws, orders, regulations or restrictions affecting or limiting the supply of materials or the production or delivery of materials or products. During any period in which any of the contingencies described above exists, OMNOVA will allocate deliveries of its products among its customers in any manner which it determines, in its sole discretion, to be fair and reasonable.

4. Prices.

Prices shall be as set forth on an Order Acknowledgment. OMNOVA shall be entitled to increase prices caused by taxes, excises, duties or levies, or when the order involved covers a special item of manufacture and the Purchaser has been notified of a price increase prior to the date that OMNOVA starts production of such item. Unless otherwise provided on the face of the Order Acknowledgment, Purchaser is responsible for the payment of any federal, state, or local sales, use, ad valorem, excise or other taxes, duties, levies or charges assessed or assessable with respect to the sale, use or transportation of the products.

5. Remittances.

All accounts are payable in United States funds, free of setoff, exchange, collection, or any other charges. If the Order Acknowledgment does not state payment terms, payment shall be received by OMNOVA no later than thirty (30) days from the date of OMNOVA's invoice. If Purchaser fails to make payment when due, OMNOVA shall have the right to withhold shipment of any products under this or any agreement between OMNOVA and Purchaser. Unless otherwise specified, if payment hereunder is not made on time, OMNOVA, in addition to all other legal, equitable and contract rights, shall be entitled to interest on such overdue payment at the rate of five percent (5%) per month compounded monthly, or the maximum rate allowed by law, whichever is less. Notwithstanding the foregoing, interest shall not be charged on any overdue payment at a rate in excess of the maximum rate permitted by law. Notwithstanding the foregoing, in no event shall the late payment charge for a month be less than Five Dollars (\$5.00). If the payment due date is a Saturday, Sunday or holiday where banks located in the State of South Carolina are authorized or required to be closed, Purchaser shall make such payment on the business day after such due date.

6. Cancellation.

Any alterations, modifications, or cancellations to an order must be reflected on a new or revised purchase order, submitted by Purchaser and approved by OMNOVA in writing prior to production.

OMNOVA may at any time alter or suspend credit, refuse shipment or cancel orders, when in its opinion the Purchaser's financial condition or the state of the Purchaser's account warrants it, or when delivery is delayed because of any act or omission of the Purchaser, or the Purchaser is

delinquent in payment of amounts owed to OMNOVA.

If Purchaser cancels an order for any reason, OMNOVA reserves the right, in addition to whatever rights OMNOVA may otherwise have, to charge the Purchaser for all material and supplies, either in process or in stock, purchased or made by OMNOVA before the start of production of the order, work in process and products completed prior to the date of cancellation.

7. Assignment.

This contract is not assignable or transferable by Purchaser in whole or part without the prior written consent of OMNOVA.

8. Modifications.

No statement or agreements, oral or written, made before or at the time this agreement is entered into shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof unless such change is in a writing signed by the other party which specifically states that it is an amendment to these Terms and Conditions of Sale.

9. Product Warranty.

OMNOVA warrants products manufactured and sold by OMNOVA hereunder shall conform, at the time of delivery, to the contract specifications set forth in the Purchaser's purchase order and agreed upon by OMNOVA in the Order Acknowledgment. The products covered by the order acknowledgement will be conveyed to Purchaser with good title, free from any lawful lien or encumbrance. The foregoing warranties shall not extend to: (i) any products which have been subjected to misuse, misapplication or neglect, damaged by accident, rendered defective by reason of improper installation, not used as recommended and in accordance with approved installation and operating practices or rendered defective by the performance of repairs or alterations outside of OMNOVA's plant, except when performed under OMNOVA's specific authority; (ii) any products furnished or solicited by Purchaser or acquired from others at Purchaser's request and/or Purchaser's specifications; (iii) any components not manufactured by OMNOVA which are attached to, incorporated in or otherwise made a part of OMNOVA's products; and (iv) defects resulting from damage due to corrosive, abrasive, or other wear not normally to be expected in the products involved. Before using a OMNOVA product, Purchaser, customers and other users should make their own independent determination that (a) the product is suitable for the intended use; and (b) they can use the product safely and legally.

THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY OMNOVA TO PURCHASER WITH RESPECT TO THE PRODUCTS COVERED BY THE ORDER ACKNOWLEDGEMENT. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES CONCERNING NON-INFRINGEMENT, ARE DISCLAIMED AND EXCLUDED FROM THE SALE OF THE PRODUCTS COVERED BY THE ACKNOWLEDGEMENT.

OMNOVA'S TOTAL LIABILITY TO PURCHASER FOR DAMAGES FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ANY CAUSE WHATSOEVER IN RELATION TO THIS CONTRACT WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE (A "CLAIM") SHALL IN NO EVENT EXCEED THE PAID PURCHASE PRICE OF THE PARTICULAR PRODUCT WITH RESPECT TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING THE FOREGOING SENTENCE, UNDER NO CIRCUMSTANCES SHALL OMNOVA BE LIABLE TO PURCHASER FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED UNDER THEORIES OF CONTRACT OR TORT. Purchaser's exclusive remedy for claims (including claims for breach of warranty, negligence and strict liability) is limited to the replacement of the non-conforming products or, at OMNOVA's election, the refund of the purchase price of the non-conforming products.

Purchaser assumes all responsibility and liability for results and consequences of use by Purchaser, or by others, of the products covered by the Acknowledgment, including use of such products in combination with other substances or products. Purchaser assumes sole responsibility to determine the suitability of the products covered by the Acknowledgment for the Purchaser's particular purposes or applications.

OMNOVA will not accept any claims for adjustment under this warranty or any request for return of material and/or merchandise or issuance of credit on any material and/or merchandise unless such claims are received by OMNOVA in writing within six (6) months following the date of manufacture of such material and/or merchandise.

No credit, claim or adjustment will be allowed by OMNOVA on material which has been cut or processed in any manner. No credit or claim for material and/or merchandise returned to OMNOVA will be allowed unless OMNOVA's sales representative has approved such return in writing after his inspection of the material and/or merchandise in question. OMNOVA will pay transportation charges to the destination it designates on all material and/or merchandise so approved for return.

No employee, agent or representative of OMNOVA has authority to make any warranty, representation, promise other than the express warranties stated herein.

10. Force Majeure.

Any delays in or failure of performance of OMNOVA shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of OMNOVA, including, but not limited to: acts of God or the public enemy, acts of government, acts of Purchaser, expropriation or confiscation of facilities; compliance with any order or request of any governmental

authority, compliance with priority or allocation orders or preference ratings issued by the government, epidemics, quarantine restrictions, acts of war, acts of terrorism, rebellion or sabotage or damage resulting therefrom; embargoes or other export restrictions, wrecks or delays of transportation, inadequate transportation facilities, inability or difficulty in obtaining raw materials, a significant increase in the price of materials, fires, floods, explosions, unusually severe weather, accidents, breakdowns; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes whether or not of the same class or kind of those specifically above named which are not within the control of OMNOVA and which, by the exercise of reasonable diligence, OMNOVA is unable to prevent or provide against.

11. Inventory.

If OMNOVA and Purchaser have agreed to utilize an inventory management plan, all such inventory shall be the property of OMNOVA while in inventory. Ownership shall pass to Purchaser when products are withdrawn from inventory pursuant to a purchase order. Should products not be pulled for a period of ninety (90) days from the date placed in inventory, ownership shall transfer from OMNOVA to Purchaser on the first business day following the ninetieth (90th) day, and OMNOVA shall invoice Purchaser and ship the products within seven (7) to fourteen (14) days thereafter.

12. Indemnification.

Purchaser shall defend, indemnify and hold harmless OMNOVA and its affiliates, directors, officers, agents, servants, employees, successors and assigns against, and hold them harmless from and against and pay on behalf of or reimburse any and all claims, demands, actions, causes of action, suits, obligations, liabilities, losses, damages, deficiencies, expenses, judgments, settlements and compromises (whether or not arising out of third-party claims), including, without limitation: (a) costs associated with a recall of any product into which OMNOVA's products are incorporated; (b) Purchaser's failure to specify to OMNOVA any requirements that are required to be passed through to OMNOVA pertaining to a product into which OMNOVA's products are incorporated; and (c) for bodily injury, death, property damage, or economic loss, as well as any and all costs and expenses, including interest, penalties, reasonable attorneys' fees, court costs, amounts paid in investigation, defense or settlement, and all indirect, special, incidental, consequential or punitive damages, relating to, resulting from or arising out of acts or omissions of Purchaser relating to or arising out of the use, operation, ownership or condition of any of the products purchased by Purchaser or the breach or non-performance of Purchaser's obligations under these Terms and Conditions of Sale.

13. Intellectual Property.

OMNOVA owns all the trademarks and copyrights related to the products. Under no circumstances shall Purchaser use any of OMNOVA's intellectual property, without the prior written consent of OMNOVA and a license from OMNOVA thereof. **OMNOVA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO CLAIMS OF INFRINGEMENT MADE BY THIRD PARTIES AND ARISING FROM TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN THE PRODUCTS.** Purchaser understands and agrees that OMNOVA does not warrant that the products are free of the rightful claim of any third person by way of infringement or the like.

14. Applicable Law; Jurisdiction.

These Terms and Conditions of Sale and any contract between OMNOVA and the Purchaser shall be construed in accordance with and shall be governed by the laws of the State of Delaware, excluding any such laws pertaining to conflicts of law. The parties hereby expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, if the same would otherwise apply here. OMNOVA and Purchaser agree that any legal suit, action, or proceeding hereunder shall be brought and resolved exclusively by the state and federal courts located in Westmoreland County, Pennsylvania, and the courts to which an appeal therefrom may be taken; provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. Legal process in any proceeding may be served on any party anywhere in the world.

15. Special Notes.

To secure Purchaser's obligations to OMNOVA, OMNOVA hereby reserves, and Purchaser hereby grants to OMNOVA, a security interest, including any applicable purchase money security interest, in all products (and all proceeds from the sale of such products by Purchaser) sold by OMNOVA to Purchaser. Purchaser hereby authorizes OMNOVA to file any financing statement or other document that is, or becomes, necessary for OMNOVA to perfect the security interest granted herein.

No salesperson, agent, or employee of OMNOVA has authority to make any representation, promise or agreement inconsistent with provisions hereof.

Overrun or underrun of ten percent (10%) shall be deemed to constitute the fulfillment of all orders.

All of these Terms and Conditions of Sale will apply unless otherwise noted on the Order Acknowledgment.