

## **TERMS AND CONDITIONS OF SALE OF ALL PRODUCTS OF HYBRID PLASTICS, INC.**

1. Determination of the suitability of the goods described herein for the use contemplated by Buyer or Buyer's customers for such goods is the sole responsibility of Buyer or Buyer's customers, whichever the case may be. Hybrid Plastics, Inc. shall have no responsibility in the connection therewith. Buyer assumes all risk and liability for loss, damage, or injury to property of Buyer or others arising out of the use or possession of the goods furnished.

2. Hybrid Plastics, Inc. warrants only that the goods supplied shall meet the description stated herein. Buyer's exclusive remedy and Hybrid Plastics, Inc. exclusive liability shall be limited to the refund of the purchase price of, or replacement of, all goods shown to be otherwise than as warranted and Hybrid Plastics, Inc. shall in no case be liable otherwise for incidental or consequential damages. If the goods are considered unsatisfactory for any reason, Hybrid Plastics, Inc. must be notified within three weeks of the date of shipment. Failure by Buyer to give said notice within three weeks of date of shipment shall constitute a waiver by Buyer of all claims hereunder with respect to said goods. If requested by Hybrid Plastics, Inc., Buyer shall promptly return to Hybrid Plastics, Inc. by the method designated by Hybrid Plastics, Inc. all unconsumed goods alleged by Buyer to be otherwise than warranted and Hybrid Plastics, Inc. will pay freight thereon. The above warranty is in lieu of all other written or unwritten express or implied warranties, and Hybrid Plastics, Inc. hereby expressly disclaims any express or implied warranty against infringement, or merchantability, or fitness for purpose of the goods supplied hereunder, all said goods being supplied to Buyer "as is".

3. Goods sold by Hybrid Plastics, Inc. are for manufacturing or investigational use only. They are not to be resold without permission from Hybrid Plastics, Inc. No goods sold by Hybrid Plastics, Inc. are for clinical or food use. Under no conditions are these materials to be employed for food or drug use.

4. While Hybrid Plastics, Inc. will attempt to provide toxicity and safety data where available; the majority of chemicals have not undergone exhaustive testing for hazards or toxicology. The user must assume all responsibility for the safe handling, utilization and disposal of these materials. Precautions appropriate for a chemical of unknown hazard and toxicity must be taken.

5. Hybrid Plastics, Inc. expressly disclaims any written or implied warranty against patent infringement. The sale of goods by Hybrid Plastics, Inc. does not imply the absence of patents, constitute a license under any existing or pending patents, nor is information supplied by Hybrid Plastics, Inc. intended or implied as a recommendation for the use of chemicals in infringement of a patent. The responsibility for determining existence of such patents rests solely with the user.

5. All orders are shipped FOB Hattiesburg, Mississippi. Title of goods passes to the Buyer when the Buyer's order is delivered to the carrier. Unless legally compelled otherwise, Hybrid Plastics, Inc. will ship by the most cost and time effective method.

### **FAIR LABOR STANDARDS ACT**

Hybrid Plastics, Inc. hereby certifies that the goods supplied hereunder to Buyer were produced in compliance with requirements of the Fair Labor Standards Act, as amended, and regulations/orders of the United States Department of Labor issued thereunder.