



SPARTECH

08/2008

GENERAL TERMS AND CONDITIONS OF PURCHASE

ENTIRE AGREEMENT. Terms and conditions set forth below and elsewhere in this document constitute the entire agreement between Seller and Buyer with respect to the goods described herein. For the parties' administrative convenience, Seller may acknowledge or invoice this order on Seller's standard document forms, but Buyer hereby expressly rejects in advance any terms of such documents which differ materially from, or are in addition to, the terms stated herein, notwithstanding any language in Seller's forms to the contrary (including any statement to the effect that Buyer's conduct constitutes consent to the terms of such form without change) and whether or not such forms are signed by a representative of Buyer. Seller agrees that no such different or additional terms, and no modification or waiver of any of the terms of this agreement, will be binding on Buyer unless approved by Buyer's authorized representative in writing separate from such Seller document stating the particular modification or waiver to be effected.

WARRANTIES. Seller warrants that at the time of sale, the goods produced hereunder will be free from defect and conform to any specifications expressly set forth in this order (including drawings and other data submitted in connection with this order.), or if none, then to Seller's standard specifications for like goods. Seller warrants that it has marketable title, free and clear of all liens and encumbrances; Seller warrants that goods sold hereunder will be merchantable and fit for the particular purpose intended. **NO DISCLAIMERS OR MODIFICATIONS BY SELLER OF ANY EXPRESS OR IMPLIED WARRANTIES RELATED TO THE GOODS SHALL BE VALID OR EFFECTIVE.** The warranties set forth above shall survive acceptance of the Goods and extend to the benefit of Buyer, its successors and assigns. Seller agrees that Buyer may inspect bulk goods by sampling, when commercially practicable, that not all damages, defects, etc. will be disclosed upon such inspection or before processing. Buyer will notify Seller of any claimed defect or breach of warranty promptly upon discovery of the same.

REJECTIONS/RETURNS. Buyer shall have the right to reject all or any part of the goods which, in Buyer's judgment, do not conform to specifications or other data submitted herewith or Seller's express or implied warranties. If rejected, Buyer may return the goods at Seller's risk, including special orders. All costs of return (including freight, express and insurance) shall be borne by Seller. Nothing herein shall be deemed to limit remedies otherwise available to Buyer at law or equity.

CANCELLATIONS. Buyer shall have the right to cancel this order, in whole or in part including special orders, without charge or liability of any kind, if Seller breaches or fails to strictly comply with any of the terms hereof, including without limitation, the obligations to ship and deliver goods as directed by Buyer. Buyer further reserves the right to demand full refund, in whole or in part, if Seller's goods are found to be defective or in any other way do not comply with the specifications (express or implied) of the order. In addition, Buyer may cancel this order (or any unfilled portion of this order) at any time without cause by written, telegraphic or telephonic notice to Seller. If Buyer elects to cancel this order, Seller shall immediately discontinue work and shall make every reasonable effort to procure cancellation of existing orders or contracts for materials and supplies. Seller shall thereafter do only work as requested by Buyer. In the event of cancellation, payment to Seller by Buyer shall be limited to payment (less previous installments, if any): (a) for all the goods previously shipped, and (b) for the proportionate value of the work completed on all unshipped goods. Payment shall not include any payment for burden, overhead or profits for any uncompleted portion of this order. Seller shall transfer title to such unshipped goods to Buyer and make disposition at Buyer's direction before Buyer is obligated to make payment hereunder.

CHANGES. Buyer shall have the right to make minor changes in this order without any increase in unit price or additional charge, unless such price or charge is authorized in advance writing by Buyer. In the event such a change is made, all terms and conditions of this order shall remain in full force and effect. Seller shall provide Buyer with six months advanced written notice of any major change with the Goods or production process.

MODIFICATIONS. The provisions of the order may only be waived, varied, modified, or amended by written instrument executed by or on behalf of Buyer.

SHIPMENTS. Time is of the essence. Buyer may cancel this order in whole or in part without liability to Buyer if delivery is not made at the time and in the quantities specified or in the event of any breach or failure of any other term or condition hereof. Unless otherwise specified in writing between Buyer and Seller delivery shall be F.O.B. for domestic shipments and C.I.P. Inco Terms 2000 for international shipments, destination, freight, express and other transportation charges (including insurance) prepaid by Seller. Delivery shall not be deemed complete until the goods are received and accepted by Buyer, notwithstanding any agreement in writing by Buyer to pay freight, express, and other transportation charges. All risk of loss or damage in transit shall be on Seller. Where Buyer is responsible for freight costs (collect, prepay and add, etc.) Buyer shall supply Seller the Carrier Name and contact instructions. Buyer reserves the right to debit the Seller for any excess freight above costs of the authorized carrier incurred by Buyer with a Twenty-Five Dollar (\$25.00) minimum fee.

PACKING. The goods will be packed and shipped by Seller in accordance with any instructions by Buyer and in accordance with good commercial practices, to ensure that no damage results from weather or transportation. No extra charges will be allowed for packing or crating unless specified on this form.

TAXES AND PRICE. Unless otherwise specified in writing, all prices are firm and are not subject to escalation, including any and all increases in published prices subsequent to the execution date on the face of this order. Unless otherwise specified herein, the prices for the goods hereunder include all local, state, or federal sales, use, excise, personal property, or other similar taxes (however designated, levied or based) on the manufacture, sales or shipment of the goods furnished hereunder, now or hereafter imposed. Buyer will not be responsible for any charge not shown on the face of this order without Buyer's prior written consent to such charges in advance. Buyer may set off any amount due from Seller, whether or not under this order, against any amount due to Seller hereunder.

NON-INFRINGEMENT. Seller warrants that the goods do not infringe upon or constitute an unauthorized use of any patent, trade secret, copyright or other intellectual property right, and Seller agrees to defend or settle at Seller's expense all claims, suits, actions or proceedings, in law or equity, and pay all damages and costs awarded, against Buyer, its successors, assigns, customers, and users of any of the goods for actual or alleged infringement or unauthorized use of any such patent, copyright, trade secret, or other intellectual property right resulting from or arising out of the sale of the goods. In the event that Buyer is enjoined by any court of competent jurisdiction from using the goods for the purpose for which they are sold hereunder on the ground that such use infringes on a United States patent, or if it is at any time established that the goods infringe such patent, Seller at its option may either (a) procure for Buyer a license to continue using the goods, (b) modify the goods (without impairing their performance) so as to make them non-infringing, (c) replace the goods with goods that are equivalent in all respects but non-infringing, or (d) remove the goods from point of installation, in which event Seller shall refund any amounts paid thereon.

COMPLIANCE WITH LAWS. In performance of the work called for by this order (including sale, manufacture, and shipment of goods), Seller shall comply with, and provide stipulations, representations, and certifications required by all federal, state and local safety, health and sanitation and other laws, ordinances, regulations, rules, requirements and applicable Executive Orders, including but not limited to the Fair Labor Standards Act of 1938 and the Occupational Safety and Health Act of 1970, and applicable provisions of Executive Order No. 11246, Seller shall provide Buyer, upon request, with evidence of its compliance with any such laws.

CHOICE OF LAW. Both parties agree that all matters arising hereunder shall be governed by the laws of the State of Missouri without giving effects to conflicts of law principles. Both parties agree the state and Federal courts in St. Louis City or County, Missouri, will be the proper and exclusive jurisdiction/venue hereunder.

CONFIDENTIALITY. Terms of this order are proprietary business information of both parties and shall be kept confidential. This includes information of any kind in connection with the solicitation or work on this order. Seller hereby agrees not to make use of or disclose any specifications, drawings, designs, descriptions, data, assistance, know-how or any other information furnished by Buyer hereunder to anyone for any purpose other than performance of the work called for by this order. Seller agrees that such information shall not be transferred to any other third party, even for purpose of performance of the work called for by this order, without the express written authorization of Buyer. Upon request, by Buyer, Seller shall return to Buyer, as promptly as reasonably possible, all such information.

EXCUSE OF PERFORMANCE. Neither party shall be subject to any liability for delay or nonperformance to the extent that such delay or nonperformance results from fire, flood, earthquake, windstorm or other natural catastrophe or Act of God, explosion, accident, breakdown, labor shortage or labor trouble including strike and lockout, embargo, war, terrorism, riot or criminal activity, action or request of any governmental authority, delay or failure of carriers, contractors or public utilities, inability to obtain necessary raw materials, supplies or energy, or any other cause reasonably beyond the control of such party.