



SPARTECH

08/2008

GENERAL TERMS AND CONDITIONS OF SALE

ENTIRE AGREEMENT; BINDING EFFECT. Terms and conditions set forth below and on the front of this document constitute the entire agreement between Seller and Buyer with respect to the goods described herein. For the parties' administrative convenience, Buyer may authorize production of the goods described herein by issuing purchase orders or other documents on Buyer's forms and Seller may acknowledge such purchase order or other document by signing and returning a copy thereof, but Seller hereby expressly rejects in advance any terms of such purchase orders or other documents which differ materially from, or are in addition to, the terms stated herein, notwithstanding any language in Buyer's forms to the contrary (including any statement to the effect that acceptance of such order constitutes consent to the terms of such form without change), whether or not such forms are signed by a representative of Seller. Buyer 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 Seller unless approved by Seller's authorized representative in a writing separate from such purchase order or other document stating the particular the modification or waiver to be effected.

WARRANTY. Seller warrants to Buyer that at the time of their sale to Buyer the goods produced hereunder will conform to any specifications expressly set forth in this agreement, or if none, then to Seller's standard specifications for like goods. **SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.** Buyer's sole remedy for any breach of Seller's warranty shall be the repair or replacement of nonconforming goods, or, at Seller's option, the refund of the purchase price therefor.

Buyer agrees to inspect the goods promptly upon receipt and to notify Seller of any claimed defect or breach of warranty within 15 days after receipt and in any event before the goods are formed or reprocessed in any manner. If requested by Seller, Buyer will retain any allegedly defective goods and make them available for Seller's inspection and testing, or ship the same to or as directed by Seller for inspection and testing, at Seller's expense. Failure of Buyer to notify Seller within such time period or to retain the goods and make them available as required shall void the foregoing warranty, if and to the extent Seller is thereby unable to inspect the goods in their original form or conduct reliable testing on them.

RETURNS. No goods may be returned for any reason without Seller's prior consent. Seller may decline to allow any claim/credit for goods returned without consent. Transportation charges for returned goods shall be paid by Buyer, unless otherwise expressly agreed by Seller. Any agreed upon credit for salvage (regrind) will be contingent on the usability of the returned material in subsequent production for Buyer, and will be issued only when the material is actually used. The full credit amount agreed upon will be granted only on material that is used within 3 months from the date of return, and for material that is not used within 3 months the credit will be reduced by ½ cent per pound for each month or partial month between the date of receipt and the date of use. Until used, any regrind in the custody of Seller will remain Buyer's property and be held at Buyer's risk, except to the extent any loss thereto results solely from Seller's negligence or intentional act.

LIMITATION OF LIABILITY. Seller shall not be liable for, and Buyer assumes, all personal injury and property damage resulting from the handling, possession, processing or use of goods. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM BE IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY FOR ANY AND ALL LOSS/ DAMAGE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MATERIAL IN RESPECT OF WHICH THE CLAIM IS MADE.**

PRICING. Pricing is subject to change without notice. Acknowledgments in no way represent a fixed priced arrangement. All purchase orders are expressly conditional on acceptance of Spartech's Terms & Conditions -- all other terms and conditions are expressly rejected. Buyer must notify prior to order fulfillment if this condition is not acceptable. A copy of Spartech's Terms & Conditions may be downloaded from the Company website at www.spartech.com or may be obtained by contacting your customer service representative.

QUANTITIES. Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made specially for Buyer, a delivery of at least 90% of the order will be considered a complete fulfillment of the order as to quantity, and in case of an overrun, Seller may deliver and Buyer will accept any excess up to 10% of the original order.

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

SHIPMENTS. Goods produced hereunder shall be shipped F.O.B. Seller's plant, and no allowance will be made by Seller for loss or damage to the goods after delivery to the carrier. Seller may determine the carrier and routing of all shipments. Any specified shipping dates are estimates and not guarantees. If this agreement covers goods to be produced under a blanket order and shipped by Seller over a period of more than one month, Buyer agrees to furnish at Seller's request monthly estimates of its requirements for the following three months. Although Seller will endeavor to meet stated shipment dates, Seller shall not be obligated to ship in any month more than 110% of the total goods to be produced divided by the total number of months of production.

TAXES AND FREIGHT. Taxes or other governmental charges imposed with respect to manufacture, sale, delivery or use of goods shall be added as required by the laws in effect at time of delivery. Any increase in the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein resulting from action or regulation by carrier or by any governmental authority, may at Seller's option be added to the price of the goods, retroactive to the effective date of the increase. If for any reason Seller is unable to make a shipment by the carrier or carriers normally used, Seller shall not ship by a more costly carrier unless Buyer shall notify Seller of its consent to bear the additional cost, and if Buyer does not so consent, Seller may suspend or cancel the affected shipment without liability.

PAYMENT AND CREDIT. If Buyer fails to pay for any shipment or installment when due, or if Buyer's credit or financial situation becomes unsatisfactory to Seller, Seller reserves the right, among other remedies, to require immediate payment for all goods theretofore delivered, to suspend further deliveries, to require cash payment in advance or upon delivery, or to require other security acceptable to Seller. Any suspended deliveries may, at Seller's option, be eliminated from this agreement without liability. Buyer shall be liable to Seller for all loss/damage sustained by reason of Buyer's failure to stay within agreed payment terms, including Seller's reasonable attorneys' fees incurred in collecting any past-due amounts whether or not suit is instituted.

PATENTS. Any recommendations of Seller are not intended to suggest uses or operations which would infringe any patents, and Seller assumes no responsibility or liability for any such infringement. Seller may without liability to Buyer cancel deliveries of any goods the manufacture, sale or use of which may, in Seller's judgment, infringe any patent. Buyer shall hold Seller harmless from and indemnify Seller against any judgment, loss or expense, including reasonable attorneys' fees, incurred by Seller as a result of any claim of infringement of intellectual property rights resulting from Seller's compliance with any designs, specifications or instructions of Buyer or from Buyer's forming, reprocessing or use of the goods.

COMPLIANCE WITH LAWS. Seller represents that in producing the goods sold hereunder, it will comply with the Fair Labor Standards Act, as amended, and the regulations and orders of the U.S. Department of Labor thereunder, and all other applicable laws and regulations.

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

CONFIDENTIALITY. The terms and conditions of this agreement are proprietary business information of both parties and shall be considered confidential. Unless expressly agreed to by the other party, neither party shall disclose the terms of this agreement to any third party (other than its affiliates).

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.