



PURCHASING GENERAL TERMS AND CONDITIONS

FOR SOLEPOXY INC. VENDORS

1. SolEpoxy's purchase of products and/or services from Supplier is conditioned upon Supplier's assent to the terms and conditions set forth herein. Supplier's shipment of or delivery of products and/or services will constitute such assent.

2. SolEpoxy does not accept any term or condition other than those set forth herein, provided, however that if a written supply agreement exists between SolEpoxy and Supplier with respect to the products and/or services purchased hereunder, and its terms and conditions conflict with those set forth herein, then to the extent of such conflict, the terms and conditions of such written supply agreement will be deemed to control. Prior dealings between the parties, Supplier's purchase orders or other documents shall not affect said terms and conditions. SolEpoxy hereby objects to and shall not be bound by any oral or written agreement or other understanding, or by any change in, addition to, or waiver of any provisions hereof, unless approved in writing by an authorized representative of SolEpoxy.

3. All shipments of products are FOB SolEpoxy's plant and title, possession and risk of loss shall pass to SolEpoxy at SolEpoxy's plant. Supplier will pack and otherwise prepare the products for shipment in a manner to assure timely delivery, to meet carriers' requirements and to safeguard products against damage from weather during transportation and storage. Time is of the essence.

4. Supplier will not be liable for delay or non-delivery of products caused directly or indirectly by fire, explosion, accident, flood, labor troubles or acts of God and other contingencies beyond Supplier's control.

5. Supplier warrants that the products and/or services sold hereunder will be of first class quality and free from defects, whether patent or latent, in design, material or manufacture and will conform to any and all specifications provided to, or provided by, SolEpoxy in writing. Supplier will defend, indemnify and hold harmless SolEpoxy and the users of SolEpoxy's products from and against any and all losses, liabilities and/or claims (and all costs of such claims including attorney's fees) which result from a breach of the foregoing warranties.

6. All product purchased from Supplier are subject to inspection and approval by SolEpoxy. Execution of a delivery receipt, or payment for the products, shall not constitute acceptance of the products. SolEpoxy reserves the right, by notice to Supplier, irrespective of acceptance of delivery or payment for the products, to reject any nonconforming products. Upon discovery of nonconforming products, SolEpoxy will provide Supplier written notice of such nonconformity. Thereafter, Supplier, at its risk and expense, will arrange for the return of nonconforming products.

7. Supplier will defend, indemnify and hold harmless SolEpoxy and the users of SolEpoxy's products from and against any and all claims, demands and suits (and all costs of such suits, including attorney's fees) for actual or alleged misappropriation or infringement of any trade secrets, patents, copyrights, trademarks, trade names, service marks, or corresponding rights granted by any government, domestic or foreign, by reason of the use or possession of the products purchased hereunder..

8. Supplier will maintain, at its own cost and expense, policies of insurance of the types and in the amounts reasonable required for its business. Upon SolEpoxy's request, Supplier will provide SolEpoxy with certificates of insurance for such coverages and, upon SolEpoxy's further request, Supplier will have SolEpoxy named as an additional insured on all such policies.

9. Supplier will provide SolEpoxy with Material Safety Data Sheets for each product purchased hereunder which contains hazardous substances as required by Occupational Safety and Health Administration (OSHA) requirements.

10. Supplier represents and warrants that the products purchased hereunder, and the manufacture, sale and delivery by Supplier, will comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and that Supplier will handle and dispose of any and all waste which results from such manufacture, delivery or sale in full compliance with all such laws.

11. Supplier represents and warrants that the prices, discounts and other terms and conditions pursuant to which the products are sold hereunder to SolEpoxy are no less favorable than those afforded any other purchaser of the products.