

PLASTIC LATTICE PRODUCTS TERMS AND CONDITIONS - DINESOL PLASTICS, INC.

I. Acceptance. As applicable, the purchase order or order acknowledgment and the ultimate purchase and sale of the items contemplated therein (the "Products") are governed by this document and no terms and conditions other than the terms and conditions contained herein (the "Agreement") shall be binding upon Dinesol Plastics, Inc. ("Seller") unless accepted by it in a writing signed by Seller. Buyer's failure to reject these terms and conditions prior to Seller beginning its performance of any applicable order shall be deemed to be an unqualified acceptance of these terms. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein are hereby rejected and this document is the complete and exclusive statement of the terms, save for purchase orders submitted by Buyer for the purchase of the Products which are consistent with this document and which are accepted by Seller (a "PO").

II. Price and Payment. Terms are net thirty (30) days unless otherwise noted. Seller reserves the right at any time to suspend, limit or otherwise modify the terms of such credit whenever, in Seller's opinion, Buyer's financial condition so warrants (including requiring Buyer to make cash payment or provide other security prior to or upon tender by Seller of delivery of Products). A monthly charge of one and one half percent (1.5%) (or the highest rate allowed under applicable law) on all sums outstanding will be added to each past due amount and Seller shall be entitled to all costs of collection (including reasonable attorneys' fees). Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to, federal, state, provincial and local sales, excise value added goods and services taxes and any other taxes.

III. Shipment and Inspection. Subject to any contrary terms contained in a PO which are expressly accepted by Seller, all Products are shipped F.O.B. Seller's facility. Risk of loss and title shall pass to Buyer upon delivery to carrier. The cost of any special packing or handling required by Buyer or the nature of the Products shall be borne by Buyer. Claims for shortage or errors in shipping must be reported within two (2) days following delivery to Buyer. Buyer shall have ten (10) days from the date Buyer receives any products to inspect such products for defects which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects. After such ten (10) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted, with respect to any defects that could have been discovered upon a reasonable inspection. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such period is a reasonable amount of time for such inspection. Buyer shall have no right to order any change or modification to any PO or otherwise cancel any PO without Seller's written consent and payment to Seller of all charges and expenses owed to or incurred by Seller resulting from such change or cancellation.

IV. Limited Warranty. The exclusive and limited warranty provided by Dinesol Plastics, Inc. ("Company") with respect to its plastic lattice products (the "Products") is that they (i) shall be free from defects in manufacturing and material upon purchase, (ii) will uniformly maintain their color, and (iii) will not peel, pit, rot, blister, warp, crack, corrode or be consumed by insects (the "Warranty"); provided that, any claim for breach of warranty pursuant to (i) must be presented to the Company in writing within sixty (60) days of the date of purchase of the Product and under (ii) and (iii) within one (3) year of the date of purchase of the Product. OTHER THAN THE WARRANTY, COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, AND THE BUYER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Warranty applies only to the extent that the Product has been properly handled, used, installed and/or maintained, including, but not limited to, in accordance with all published installation instructions, product usage standards and product disclaimers. The Warranty only applies to the original consumer purchaser of the Product and not to any subsequent owner of the Product or any real property to which the Product is affixed or upon which it is used or installed. The Warranty expressly does not extend to damage resulting from abnormal weathering and abnormal UV exposure, exposure to acid rain or other chemicals or normal wear and tear. In the event that it is determined that the Warranty has been breached, the liability of Company and the remedies available to Buyer will be limited to the replacement of the Product or the return of the purchase price of the Product, as determined by Company in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, COMPANY'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THE PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT. IN ADDITION, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING INSTALLATION, RE-INSTALLATION OR REPAIR COSTS.

V. Indemnification. Subject to the limitations on liability set forth in Section VI, the Buyer shall indemnify and hold the seller and their affiliates, shareholders, members, directors, officers, employees and agents (“Indemnified Parties”) harmless from and against any loss, liability, damage or expense, including reasonable attorneys' fees (“Losses”), such parties may incur as a result or, arising out of or by reason of any breach of this Agreement. Buyer shall further hold Seller Indemnified Parties harmless from and against Losses resulting from or relating to Buyer’s or its customers’ use, marketing, distribution or sale of the Products.

VI. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. The parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Ohio in Mahoning County, and the United States District Court for the Northern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforceability of this Agreement. Buyer acknowledges Seller’s right to a molder’s lien with respect to amounts due hereunder as provided by applicable law. The failure of Seller to insist upon performance of any provision or to exercise any right or privilege granted to Seller in this Agreement shall not be construed as waiving such provision or privilege. The invalidity of any terms or provisions hereof shall not affect the validity of the remaining terms or provisions, and this Agreement shall be construed as if such invalid terms or provisions had been omitted. Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, shortage of raw materials and strikes and other labor problems or shortages.

VII. Disclaimer. Dinesol Plastics, Inc.’s plastic lattice (the “Product”) is intended to be used exclusively as decorative accent, divider or enclosure. The Product must be attached to a self-supporting structure or frame and is not intended to be load-bearing. The Product is not recommended for any use other than this stated use, including, but not limited to, as a support or to otherwise hold any weight or as high-stress or protective fencing. The Product should not be modified or altered in any manner other than in furtherance of appropriate installation. Any use of the Product inconsistent with the foregoing shall be at the user’s sole risk and the user assumes all injuries, damages and losses associated with or resulting from any such misuse.