

WPT NONWOVENS STANDARD TERMS AND CONDITIONS

NOTICE: All sales of goods made by Seller are made subject to the following terms and conditions set forth herein. Seller expressly rejects any different or additional terms or conditions contained in any document submitted by Buyer. Seller's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer may be accepted only subject to these terms and conditions of sale. Terms and conditions contained in any document issued by Buyer that in any manner purport to alter modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer.

DEFINITIONS.

- a. "Buyer" means the entity to which Seller is providing Products under the Agreement.
- b. "Agreement" mean a written agreement for the sale of Products by Seller and Buyer signed by both parties or a purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products, together with these Terms and Conditions, Specification Sheet(s), Customer Order Packet(s), Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement (collectively referred to herein as the "Agreement"). In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Agreement, unless otherwise agreed by both parties in Writing.
- c. "Price" means the agreed price for the sale of goods, including adjustments (if any) in accordance with the Agreement.
- d. "Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Agreement.
- e. "Seller" means WPT Nonwovens.
- f. "Terms and Conditions" means these "General Terms and Conditions for the Sale of Products, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

PAYMENT. Unless otherwise agreed to in a writing signed by the parties, all invoices are due upon presentation to Buyer. Buyer shall make such arrangements for payment as Seller shall from time to time require and Seller may suspend production, shipment, or delivery until Seller receives written confirmation acceptable to Seller that such arrangements have been made. A late payment charge on past due amounts will be added to all outstanding balances after 30 days from the date of invoice

SHIPMENT, DELIVERY, SECURITY.

- a. **Shipment.** Unless otherwise expressly agreed by the parties in writing, Buyer shall select the method of shipment of and the carrier for the all Products, and be responsible for all costs related to shipment. The Products will be delivered within a reasonable time after the date of order, subject to availability of finished Products. Seller shall not be liable for any delays, loss or damage in transit. The delivery point shall be Seller's place of business in Beaver Dam, Kentucky (the "Delivery Point"). Buyer shall take delivery of the Products within seven (7) days of Seller's written notice that the Products have been made available at the Delivery Point. Title and risk of loss pass to Buyer upon delivery of the Products at the Delivery Point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products available for delivery to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the Products shipped, in accordance with the payment terms specified herein, whether such shipment is in whole or partial fulfillment of a purchase order. If for any reason Buyer fails to accept delivery of any of the Products within seven (7) days of Seller's notice that the Products have been made available at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage fees and insurance, in such amounts as determined by Seller) or dispose of the Products. Disposal of products shall not relieve Buyer of its payment or other obligations.
- b. **Late Delivery.** Any time quoted for delivery to Buyer is an estimate only; provided, however, that Seller shall use commercially reasonable efforts to deliver all Products on or before the requested delivery date. If Seller has delayed shipment of all or any Products for more than 120 days after the requested delivery date and if such delay is not due to any action or inaction of Buyer or otherwise excused in accordance with the terms and conditions herein, Buyer may, as its sole remedy therefor, cancel the portion of the related purchase order covering the delayed Products by

giving Seller written notice. No delay in the shipment or delivery of any Products relieves Buyer of its obligations, including accepting delivery of any remaining installment or other orders of Products.

c. **Security.** As collateral security for the full payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

INSPECTION. Buyer shall inspect Products received under the Agreement within ten (10) days of Buyer's receipt of such Products ("Inspection Period") and either accept or, only if any such Products are Nonconforming Products, reject such Products. Non-conforming Products shall mean only Products with obvious physical damage or Products that do not conform to the written specifications for the Products as set forth on the Specification Sheet. Buyer will be deemed to have accepted Products unless it provides Seller with written notice of any Nonconforming Products by the expiration of the Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by Seller (including the subject Products, or a representative sample thereof, which Buyer contends are Nonconforming Products). All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Products shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall determine, in its reasonable discretion, whether the Products are Nonconforming Products. If Seller determines that such Products are Nonconforming Products, Seller will replace such Nonconforming Products with conforming Products for such Nonconforming Products returned by Buyer to Seller. At Seller's request, Buyer shall ship all Nonconforming Products to Seller's facility located at Beaver Dam, Kentucky, or to such other location as Seller may instruct Buyer in writing. If Seller exercises its option to replace Nonconforming Products, Seller shall ship to the delivery location, at Seller's expense and risk of loss, the replacement Products. THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS. Except as provided herein, Buyer has no right to return Products shipped to Buyer pursuant to the Agreement.

DISCLAIMER OF WARRANTY.

a. Seller warrants that all products manufactured by Seller shall, at the time of sale, comply with applicable Seller specifications. All products not manufactured by Seller are sold only with the warranties provided by the manufacturer of products, if any. **SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller personnel are not authorized to alter this disclaimer of warranty.

b. All Products are sold for commercial use only and are not intended for use by consumers. Accordingly, Seller disclaims all warranties to consumers. Any inspection services provided by Seller at Buyer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of Buyer's installation, use, or maintenance of the Products, nor shall Seller be liable for failure to detect improper use, installation or maintenance of the Products by Buyer.

LIMITATION OF LIABILITY.

a. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

c. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR

FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS.

d. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products at the price charged.

SELLER'S RIGHT TO TERMINATE. In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate the Agreement related to the transactions contemplated herein with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

EFFECT OF EXPIRATION OR TERMINATION. Upon the expiration or earlier termination of its Agreement related to the transactions contemplated herein, all indebtedness of Buyer to Seller under the Agreement, any other agreement or otherwise, of any kind, shall become immediately due and payable to Seller, without further notice to Buyer. Any notice of termination under the Agreement automatically operates as a cancellation of any deliveries of Products to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Products had been accepted by Seller. With respect to any Products that are still in transit upon termination of the Agreement, Seller may require, in its sole discretion, that all sales and deliveries of such Products be made on either a cash-only or certified-check basis.

COMPLIANCE WITH LAWS. Buyer shall at all times comply with all laws applicable to the Agreement, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Products. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, licenses, and permits necessary to conduct its business relating to the purchase, use or resale of the Products and (b) not engage in any activity or transaction involving the Products, by way of resale, lease, shipment, use or otherwise, that violates any law.

FORCE MAJEURE. Any delay or failure of Seller to perform its obligations hereunder shall be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of Seller and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, embargoes, acts of terrorism, sabotage, pandemics, epidemics, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by Seller to Buyer within 30 days of the occurrence of such event. The decision to resume Seller's performance under the Agreement, and the terms of such resumption shall be made by Seller in its sole discretion.

OWNERSHIP. Buyer acknowledges and agrees that: (a) except to the extent provided in a separate written agreement between Buyer and Seller, Seller (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts; (b) any and all Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors; (c) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under the Agreement; (d) any goodwill derived from the use by Buyer of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors, as the case may be; (e) if Buyer acquires any Intellectual Property Rights in or relating to any product (including any Product) purchased under the Agreement (including any rights in any Trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either Party; and (f) Buyer shall use Seller's Intellectual Property Rights only in accordance with the Agreement and any instructions of Seller.

CONFIDENTIALITY OF INFORMATION. In connection with the performance of the Agreement, Seller and Buyer may disclose certain information to one another. All such disclosures of information shall be deemed non-confidential by the receiving party unless such information pertains to the disclosing party or its business and satisfies all of the following requirements ("Confidential Information"): (i) such information is in written or graphic form, (ii) such information is owned or controlled by the disclosing party, and (iii) such information was not previously published or disclosed to others without restrictions. Seller and Buyer each agree not to use, other than for purposes related to the Agreement, or disclose to third parties any Confidential Information. The standard of care for protecting

Confidential Information shall be that standard of care used by the receiving party to prevent the disclosure, publication or dissemination of its own information of a similar character.

GOVERNING LAW, JURISDICTION, AND ATTORNEYS' FEES. The validity, construction and performance of the Agreement and any and all transactions between the parties, shall be governed by the laws of the Commonwealth of Kentucky, giving no effect to choice of law provisions. Any proceeding, suit or action arising out of or in connection with the Agreement or any Purchase Order ("Proceedings") with respect to Seller shall be brought in the state or federal court with jurisdiction over Ohio County, Kentucky. The parties agree and consent to the jurisdiction of such courts and to the venue and forums specified above. If either party institutes a proceeding to interpret or enforce the terms of the Agreement or any Purchase Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

NOTICES. Notices required under the Agreement must be in writing and, must be sent by one of the following means: certified or registered mail or a nationally recognized overnight courier service. Notices will be sent to the parties' address the parties have designated in writing.

NO THIRD PARTY BENEFICIARIES. The parties intend that neither the Agreement nor any Purchase Order shall benefit, or create any right or cause of action in or on behalf of, any person or entity other than Seller or Buyer. Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations.

RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

COMPLETE AGREEMENT. The Agreement, including these Terms and Conditions, constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof. If any term or provision of the Agreement, including these Terms and Conditions, is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions. Buyer acknowledges that Seller may amend or supersede these Terms and Conditions from time to time, and the terms and conditions in effect at the time of each new order shall be those published on Seller's website at www.nonwovens.com/ _____ at the time of Seller's acceptance of such order.