



STANDARD SALES TERMS AND CONDITIONS

Buyer agrees to pay according to terms and conditions stated herein and on invoices as issued by PolyPrime. PolyPrime reserves the right to change the terms of the credit extended to the Buyer at PolyPrime's sole discretion and without notice. Buyer agrees to inform PolyPrime within 10 days, at the address listed above, of any changes to Buyer's name, business status or ownership. Buyer further agrees to advise PolyPrime of any defective product provided by PolyPrime within 10 days of receipt. Acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms.

Buyer also agrees to examine immediately upon receipt, each of PolyPrime's statements, and to advise PolyPrime of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify PolyPrime of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

Buyer agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of PolyPrime and that Buyer expressly waives its venue rights without reference to conflicts of laws principles. Buyer further expressly agrees that it shall be liable and pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection of litigation, including but not limited to attorneys' fees and costs associated with the enforcement of any of the terms of this Application and attorneys' fees and costs resulting from a default under this Application.

Buyer understands that they must notify PolyPrime in writing of any change in ownership, the name of the business or structure of the business under which credit is established. PolyPrime reserves the right to cancel its agreement to extend credit and to re-evaluate the credit worthiness of the Buyer under its new name, ownership or structure. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

In the event of Buyer's default, PolyPrime, may, at its option, without demand, notice of intention to accelerate, notice or acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, to Buyer, declare all obligations immediately due and payable.

In the essence of this Application that the information contained herein is true and correct and that PolyPrime relies on such information. Buyer authorizes the banks and trade references listed herein to provide references and that this Application shall be mailed/faxed to said references as my authorization. PolyPrime reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances. In the event that PolyPrime determines that the information contained in this Application is false or misleading, in any way or nature, PolyPrime may, without notice, cancel all orders and deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default and any outstanding invoices shall be immediately due and payable. I hereby certify under penalty of perjury that the information provided is true to the best of my knowledge.

A purchase order from the Buyer will serve as official acceptance of these terms.