

Purchaser agrees to purchase and KEYSTONE FOAM agrees to provide the item(s) described above subject to the terms and conditions set forth in the Appendix attached hereto, which Appendix is by reference hereby incorporated into and made an integral part of this Order Acknowledgement, ("Agreement"). This Agreement is intended to be the entire agreement of the parties. No prior proposals, statements, representations, course of dealing or usage of trade will be part of this Agreement. Once formed, no provision of this Agreement may be changed, modified, waived, or discharged orally, and no change, modification, waiver or amendment of any provision will be effective except by written instrument to be executed and approved by the parties hereto.

1. PAYMENT TERMS

- a. KEYSTONE FOAM will invoice upon shipment of product. Terms of payment are "net 30 days" or as noted in the payment terms section of the invoice or on the Agreement. All payments shall be delivered to KEYSTONE FOAM at the address set forth on the first page of this Agreement (or such other addresses as may be designated by KEYSTONE FOAM in writing from time to time) in legal tender of the United States of America, in advance, without demand, set-off or counterclaim except as expressly provided herein.

2. BREACH AND CURE

- a. The failure of Purchaser to remit any payment as and when due under this Agreement shall constitute an event of default under this Agreement and KEYSTONE FOAM, at its option and without waiving any claim for damages, may elect to (i) assess interest from the date said payment was due until payment has been received at a rate per annum equal to the maximum rate allowable by law, and/or (ii) suspend some or all of its obligations under this Agreement, including but not limited to delivery of product or services.

3. TERMINATION

- a. Purchaser may request cancellation for all or part of an order, however, it is at KEYSTONE FOAM's sole discretion to grant the cancellation. In the event that material has already been processed for the Purchaser's custom order it will remain the Purchaser's obligation to abide by the Agreement.

4. TAXES

- a. Prices stated herein do not include applicable local, state, provincial, or federal sales and/or use taxes. Each invoice shall include, and Purchaser hereby covenants and warrants and undertakes to pay all such taxes. Purchaser also agrees to provide KEYSTONE FOAM with a valid resale or exemption certificate prior to shipment of order.

5. RESPONSIBILITIES OF PURCHASER

- a. Purchaser shall provide KEYSTONE FOAM personnel reasonable access to its location to deliver products and services.

6. WARRANTIES

We agree to deliver product free from material defect from the specifications provided by the Purchaser. Our liability for non-conforming product is strictly limited to the value of the stated product in the Agreement. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, KEYSTONE FOAM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. SUCCESSORS/ASSIGNMENT

Unless otherwise expressly agreed in writing, all rights, covenants, warranties, obligations, duties, and liabilities created by or arising under this Agreement shall inure to the benefit of, or bind, as the case may be, the respective successors in interest of the Parties hereto, provided however Purchaser may not assign this Agreement or the responsibility for payments due hereunder without the advance written consent of KEYSTONE FOAM and any attempted assignment without the written consent of KEYSTONE FOAM shall be deemed void and be of no force or effect.

8. SEVERABILITY

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein is determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

9. NO THIRD-PARTY RIGHTS

Nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party. The Purchaser and KEYSTONE FOAM covenant and agree to mutually release, defend, indemnify and hold harmless either party from and against any and all third party claims including but not limited to, all loss, costs, damages and attorney's fees and expenses of every kind and nature which they may suffer, expend or incur under or by reason, or in consequence of the service and maintenance of the Product, including loss, costs, damages, fees and expenses incurred arising from breach of warranty claims or in actions brought to enforce this Agreement. THE RELEASE AND INDEMNITY IN THIS PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH CLAIMS ARE BASED ON NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE) OR STRICT LIABILITY AND WHETHER OR NOT THE NEGLIGENCE OF KEYSTONE FOAM IS ALLEGED OR PROVEN.

10. HEADINGS

The headings of the Sections of this Agreement are included only for the convenience of the reader and shall not affect the construction or interpretation of any of the provisions of this Agreement.

11. APPLICABLE LAWS

Unless otherwise stated herein, this Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of PENNSYLVANIA.

12. ARBITRATION ATTORNEY'S FEES

In the event of a legal dispute between the parties hereunder, the prevailing party in any legal action shall be entitled to recover its reasonable attorney's fees and costs.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to matters set forth herein, are superseded by this Agreement. No representations or statements made by any representative of KEYSTONE FOAM or Purchaser, which are not stated herein, shall be binding. Once formed, this Agreement may not be modified, except by a writing signed by both parties.