

GOULSTON TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale, together with any quotation, order acknowledgement, invoice, packaging inserts and/or technical data sheets from Goulston (collectively, the "Agreement") govern in all respects all sales of any Products ("Products") from the Goulston legal entity selling Products and Services ("Goulston") to purchaser ("Buyer"). By submitting a purchase order and/or taking receipt of any Products, Buyer expressly agrees to this Agreement.

1. Purchase Orders. Goulston may accept or reject Buyer's purchase orders for Products in its sole discretion. Buyer agrees that each of its orders, when accepted by Goulston, constitutes a separate contract. Goulston is not bound by any terms on Buyer's purchase orders, shipping instructions, forms or other documentation containing different or additional terms to those set forth herein notwithstanding any receipt, acknowledgment, or acceptance by Goulston. Goulston's failure to object to different or additional provisions contained in such orders, instructions, forms or documents shall not be deemed a waiver of Goulston's terms and conditions of this Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the Agreement. Buyer may not cancel orders without Goulston's prior written consent. In the event such cancellation is permitted by Goulston, Buyer shall pay Goulston cancellation charges which include: (a) all costs and expenses incurred by Goulston, and (b) a fixed sum of 10% of the total price of Products to compensate for disruption in scheduling, planned production and other indirect and administrative costs.

2. Prices; Taxes. Prices for the Products are those quoted by Goulston. Prices of the Products are subject to change without notice. Goulston may increase the price of any or all Product(s) by notifying Buyer thereof at any time, either orally or in writing, prior to making the first shipment of Product(s) as to which such increased price applies. Upon receipt of such price increase notice, Buyer may cancel such order in whole or in part as to such Product(s) by immediately notifying Goulston unless Goulston agrees to the prior quoted price. Buyer must pay or promptly reimburse Goulston for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Products or provide an exemption certificate.

3. Payment Terms. Terms of payment are net 30 days from date of invoice, unless otherwise set forth in the Agreement. All prices are quoted, and must be paid, in United States dollars, or as otherwise specified on the quotation. Unless otherwise directed by Goulston, payments for Products must be by one of the following types: bank or wire transfer to the account designated by Goulston or Buyer corporate check. If Buyer fails to make any payment or pay any invoice according to its terms, then, in addition to all other rights and remedies available to Goulston: (a) Goulston may suspend or cancel shipment and Buyer is responsible for any and all commercially reasonable charges, expenses or commissions incurred by Goulston in suspending or stopping delivery, transportation and storage of Products, and in connection with the return or resale of Products; (b) Goulston has the right to terminate the Agreement or suspend further performance under the Agreement and other agreements with Buyer; and (c) Buyer shall be liable to Goulston for all reasonable costs of collection, including reasonable attorneys' fees. Past due amounts are subject to service charges of 1½% per month (or the maximum amount permitted by law) and, if credit terms have been agreed to in writing, Goulston reserves the right to charge lawful rates of interest upon any outstanding balance, whether past due or not. If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Goulston, Goulston may require cash or satisfactory security upon subsequent shipments or deliveries hereunder. The election by Goulston to require such cash or security shall not impair the obligation of Buyer to take and pay for the Products.

4. Shipping and Delivery. The party responsible for paying the shipping charges per the Agreement is entitled to select the method of shipment for the Products. If Buyer is required to pay any of the shipping charges, Buyer will be solely responsible for such shipment, including the payment and all communications/coordination of shipment scheduling with its selected carrier/forwarder. In case of leakage or loss in transit, Buyer shall note this issue on the bill of lading before paying freight. The delivery location (the "Delivery Location") shall be as set forth by Goulston in the Agreement. All shipping dates are approximate and not guaranteed. Goulston reserves the right to make partial shipments and each shipment will constitute a separate sale and Buyer shall pay for the Products shipped. Title to the Products will pass to Buyer upon full payment for the Products. Where Goulston is the carrier, risk of loss will pass to Buyer upon Goulston's delivery of the Products to the Destination Location. Where a third-party is the carrier, risk of loss passes to Buyer FOB Goulston's facility in Monroe, North Carolina (EXW per INCOTERMS 2010 for international shipments), unless otherwise set forth in the Agreement. Buyer is responsible for all demurrage or detention charges and any claims for shortages or damages suffered in transit must be submitted by Buyer directly to the carrier. Claims for damage, shortages etc., must be made within ten (10) days after receipt of the Products. No claims or shortages in weight or quantity will be allowed by Goulston unless such claims are accompanied by freight bills with certified statements showing the extent of shortages or describing the damages in detail. If shipment of Products is postponed or delayed by Buyer for any reason, including a Force Majeure Event, Goulston may move Products to storage for the account of and at the risk of Buyer and the Products will be deemed delivered, and Goulston may allocate it available supply among its purchasers, including department and divisions of Goulston, on such basis as Goulston may deem fair and practical without liability to Buyer for any failure of performance which may result therefrom. Products may not be returned except with the prior written consent of Goulston, which may include additional terms and charges.

5. Inspection and Acceptance. Buyer shall inspect Products within thirty (30) days of receipt of such Products ("Inspection Period"). If such Products do not comply with Goulston's published specifications in the Agreement ("Nonconforming Products"), Buyer shall notify Goulston prior to expiration of the Inspection Period. Buyer will be deemed to have accepted the Products unless it provides Goulston with notice of any Nonconforming Products (stating with specificity all defects and nonconformities) within the Inspection Period and furnishing such other written evidence or other documentation as may be reasonably required by Goulston. 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 Goulston of any Nonconforming Products, Goulston shall determine, in its reasonable discretion, whether the Products are Nonconforming Products. The weights, tares and tests established by Goulston shall govern unless proven to be incorrect. If Goulston determines that such Products are Nonconforming Products, Goulston shall, in its sole discretion, either: (a) replace such Nonconforming Products with conforming Products; or (b) refund to Buyer such amount paid by Buyer to Goulston for such Nonconforming Products returned by Buyer to Goulston. Goulston will pick-up or arrange for shipment by a third-party carrier all Nonconforming Products. If Goulston exercises its option to replace Nonconforming Products, Goulston shall ship to the Delivery Location, at Goulston's expense and risk of loss, the replacement Products. THE REMEDIES SET FORTH IN THIS SECTION 5 ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING GOODS.

6. Limited Warranty; Disclaimer. Seller represents and warrants that (a) it has the right to enter into the agreement and sell and deliver the products to buyer hereunder, and (b) the products, upon delivery and excluding any act or omission of buyer or the carrier, will conform to the published Goulston specifications for such product in effect at the time of and as set forth in the Agreement. GOULSTON IS NOT RESPONSIBLE FOR ANY ISSUES WITH THE PRODUCTS RELATED TO MISUSE, DAMAGE, NEGLIGENCE OR OTHER EFFECTS BY BUYER OR THIRD PARTIES. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE FITNESS AND SUITABILITY OF PRODUCTS FOR THE USE CONTEMPLATED BY BUYER. BUYER SHALL ENSURE THAT (I) THE PRODUCTS ARE USED ONLY FOR THE PURPOSES AND IN THE MANNER FOR WHICH THEY WERE DESIGNED AND SUPPLIED, (II) ALL PERSONS LIKELY TO USE OR COME INTO CONTACT WITH THE PRODUCTS RECEIVE APPROPRIATE TRAINING AND COPIES OF APPLICABLE INSTRUCTIONS AND DOCUMENTATION SUPPLIED BY THE MANUFACTURER, (III) ALL THIRD PARTIES WHO USE OR MAY BE AFFECTED BY OR RELY UPON THE PRODUCTS ARE GIVEN FULL AND CLEAR WARNING OF ANY HAZARDS ASSOCIATED WITH THEM OR LIMITATIONS OF THEIR EFFECTIVENESS AND THAT SAFE WORKING PRACTICES ARE ADOPTED AND COMPLIED WITH, AND (IV) ANY WARNING NOTICES DISPLAYED ON THE PRODUCTS ARE NOT REMOVED OR OBSCURED. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE USE OF PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR COMPONENTS. THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF, AND SELLER HEREBY EXCLUDES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER.

7. LIMITATION OF REMEDY AND LIABILITY. GOULSTON'S TOTAL LIABILITY UNDER THE AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER OTHERWISE, SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY BUYER TO GOULSTON UNDER THE AGREEMENT FOR THE PRODUCT GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL GOULSTON BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, REPUTATION OR DATA; COSTS INCURRED, INCLUDING COST OF SUBSTITUTE PRODUCTS AND DOWNTIME COSTS; LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT; AND ENVIRONMENTAL CLEAN-UP; EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF GOULSTON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER. THE CONDITIONS STATED ABOVE CAN ONLY BE WAIVED BY AN OFFICER OF GOULSTON IN WRITING. ANY ACTION ARISING UNDER OR RELATING TO THE AGREEMENT, (WHETHER BASED IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), MUST BE COMMENCED WITH ONE (1) YEAR AFTER THE DATE OF DELIVERY OF PRODUCTS. GOULSTON HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND OTHER TERMS AND CONDITIONS SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN BUYER AND GOULSTON AND FORM A BASIS OF THIS BARGAIN BETWEEN THE PARTIES.

8. Buyer Acknowledgements; Restricted Use. Buyer acknowledges that it is familiar with the labels and literature furnished by Goulston to Buyer concerning the Product(s) sold hereunder, and Buyer agrees to instruct its employees, agents and customers with respect to the safe use of said Products. Buyer agrees that all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over such matters. Since Goulston has no control over Buyer's (or other's) use, disposition, subsequent processing, mixture, or reaction of the Product(s) sold with other products, chemicals or materials, Buyer assumes the entire responsibility therefore and agrees to indemnify and hold Goulston harmless from any claim, demand or cause of action (by Buyer and Buyer's employees and/or others) arising therefrom, including, but not limited to damages for infringement of any patents on processes practiced by Buyer or patents on products made by Buyer. BUYER ACKNOWLEDGES THAT GOULSTON DOES NOT RECOMMEND ANY OF OUR PRODUCTS FOR USE IN THE MANUFACTURE OF FIBER FOR MEDICAL OR IN-BODY DEVICES. GOULSTON PRODUCTS ARE NOT INTENDED FOR MEDICAL OR IN-BODY END USES. AFTER SALE OF THE PRODUCT, GOULSTON IS NOT ALWAYS AWARE WHEN ITS PRODUCTS ARE BEING USED IN AN APPLICATION THAT IT WAS NOT INTENDED SUCH AS MEDICAL OR IN-BODY APPLICATIONS. ONCE NOTIFIED, GOULSTON REQUIRES BUYER CEASE PURCHASE OF GOULSTON PRODUCTS OR PROVIDE GOULSTON WITH FULL INDEMNITY AS WELL AS REMOVAL OF ALL GOULSTON PRODUCTS FROM THE FINAL MEDICAL OR IN-BODY PRODUCT.

9. Compliance with Laws. Buyer assumes full liability and responsibility for, and agrees the Products will be utilized in, compliance with all federal, state, municipal, and local laws, ordinances and regulations governing unloading, discharge, storage, use and handling of the Product(s) supplied by Goulston under the Agreement ("Applicable Laws"). Buyer agrees to hold Goulston harmless against any claim, demand or cause of action for personal injury or property damage arising from or attributable to such its failure to comply with such Applicable Laws. Goulston assumes no liability for failure of discharge or unloading implements or materials used by Buyer, whether or not supplied by Goulston. In addition, Buyer shall comply with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation (including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and all national, state, provincial or territorial anti-bribery and anticorruption statutes). Buyer also agrees to comply with all export laws of the United States and of any country having jurisdiction over Buyer or the transactions contemplated by the sale of the Products.

10. Indemnity. In addition to the indemnification by Buyer set forth in this Agreement, Buyer agrees to indemnify, defend and hold harmless Goulston, its affiliates, and their respective officers, directors, manager, employees, agents, distributors, dealers, suppliers, customers, end-users, successors and assigns from and against any and all claims, suits, proceedings, damages, costs, and expenses, awards, settlements and judgments arising from or relating to (a) any breach by Buyer of this Agreement; (b) Goulston's adherence to specifications or use of material furnished or specified by Buyer; (c) any claims that Buyer's products infringe a third party's intellectual property rights; or (d) any damage to property or injury (including death) in connection with Buyer's products, including those products that incorporate Products, if applicable. Buyer shall not settle any such claim in a manner that obligates or admits fault of Goulston without Goulston's prior written consent.

11. Proprietary Nature; Confidentiality. Buyer acknowledges that the Products, unless specified otherwise in the Agreement, are proprietary materials which have been developed after substantial time, effort and expense by Goulston and are considered trade secrets of Goulston. Any designs, manufacturing drawings or other information submitted to Buyer remain the exclusive property of Goulston. Buyer may produce dilutions, emulsions or add other materials in its utilization of the Product; provided, however, that Buyer shall not modify or alter the Product, except as provided above, without Goulston's prior written consent unless it is specified in the Agreement to be Buyer's formulation. Except as described above, the parties hereby acknowledge that all such modifications or alterations of the Product, whether or not authorized, shall be the sole and exclusive property of Goulston, and Buyer shall promptly deliver to Goulston the documentation related thereto, unless it is specified in the Agreement that the Product is Buyer's formulation. Buyer shall not, without Goulston's prior written consent, copy such information or disclose such information to a third party. Buyer further agrees that during the performance of this Agreement, Goulston may disclose certain confidential information regarding its know-how, its research and development activities, Product pricing or other proprietary information which constitutes trade secrets of Goulston (collectively "Confidential Information"). Buyer shall not disclose, analyze, copy, modify, distribute or otherwise transfer the Confidential Information, or any part thereof, to any other person or entity at any time. Buyer shall use the Confidential Information only to properly fulfill its obligations related to the Products and for no other purpose. Buyer shall not publish or distribute marketing materials related to the Products without Goulston's prior written consent.

12. Limited License. Subject to the terms and conditions contained herein, Goulston hereby grants to Buyer a perpetual, non-transferable, indivisible license without the right to sublicense, to use or incorporate the Product in the manufacture of fibers, tapes, slit films, polymers, packaging films, plastics, nonwovens and textile-related products or in any other areas of use specifically authorized by Goulston. Buyer shall not utilize the Product into any other products or materials without the prior written consent of Goulston. Buyer shall not develop, make or have made, sell or otherwise distribute derivative works based on the technology of the Product. Buyer shall not modify, reconstruct, extract, merge, analyze or reverse engineer any portions of the technology of the Product or grant a sublicense to the Product.

13. Termination. Goulston may terminate the Agreement by giving notice to Buyer: (a) Buyer makes a general assignment of substantially all of its assets for the benefit of creditors; (b) a petition in bankruptcy or under any insolvency law is filed by or against Buyer and such petition is not dismissed within thirty (30) days after it has been filed; or Buyer shall fail to perform any covenant or obligation, or any representation or warranty of Buyer is false or misleading.

14. Force Majeure. Failure of Goulston to make or Buyer to take any one or more deliveries when due, if caused by fire, storms, floods, strikes, lockouts, accidents, war, riots or civil commotions, inability to obtain railroad cars or raw materials, embargoes, any state or federal regulation, law or restriction seizure or requisition of products specified in each contract by the Government of the United States or of any State, or of any agency thereof or by reason of any compliance with a demand or request for such Product for any purpose for national defense or force majeure, or any other cause or contingency beyond the reasonable control of said party (whether or not of the same kind or nature as the causes or contingencies above enumerated) shall not subject Goulston to any liability to the other, and the total contract quantity shall be reduced to the extent of the deliveries so omitted.

15. General Provisions. The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. All notices, requests and demands given to or made upon the parties shall be in writing and be mailed properly addressed, postage prepaid, registered or certified, by express mail, federal express or other internationally recognized delivery service or hand delivery. Any such notice shall be deemed received (a) by the close of business on the third business day following deposit in the U.S. Mail, if by certified or registered mail, (b) on the day following deposit with express mail, federal express or other nationally recognized expedited delivery service, (c) immediately upon hand delivery or (d) upon actual receipt. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than Goulston and Buyer any right or remedy under or by reason of this Agreement. This Agreement may not be assigned by Buyer without the prior consent of Goulston. All typographical or clerical errors made by Goulston in any quotation, acknowledgment or publication are subject to correction. If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws provisions or your actual state or country of residence. Goulston and Buyer irrevocably agree to submit to the personal and exclusive jurisdiction of the courts located within Union County, North Carolina. Buyer waives the right to trial by jury. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply.