5. Ordering & Limits. Seller may discontinue any Product sold hereunder at compliance with any Federal, state, provincial, municipal or military law, and Buyer Material Safety Data sheets, which include warnings together with and Buyer, and may withhold shipments until Buyer complies.

6. Governmental Constraints. If a present or future law, governmental decree, order, regulation, or ruling under any existing or future legislation prevents Seller from increasing or revising the price as provided herein, or nullifies or reduces any price or price increase hereunder, upon written notice from one to the other Seller and Buyer will attempt to identify mutually agreeable changes to conform this contract with such law, decree, order, regulation, or ruling. If the parties cannot agree upon and implement such changes within sixty (60) days after such notice, Seller shall thereupon have a right to terminate this contract forthwith by written notice to Buyer.

7. Taxes. Buyer will reimburse Seller for all national, state, local or other taxes (other than income taxes), excises or charges, and fees, which Seller must pay in connection with the manufacture and supply of Product, but only those amounts not already included in the price at the commencement of this contract.

8. Title & Risk of Loss. Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities arising out of unloading, discharge, storage, handling and use of the Product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations governing or controlling such activity, except to the extent attributable to Seller's misconduct. Seller has no liability for the failure of discharge or unloading equipment or materials used by Buyer, whether or not supplied by Seller. Except to the extent attributable to the Product failing to meet the express warranties set forth in paragraph 1, Buyer will indemnify, defend and hold Seller harmless from all costs, expenses, including costs of investigation, litigation and reasonable attorney's fees, arising out of Buyer's selection, use, sale and further processing of the Product.

9. Force Majeure. Either party may suspend performance hereunder (except to pay for any Product already invoiced) in the event of: (1) acts of God; (2) wars; (3) war, declared or undeclared, or acts of terrorism; (4) compliance with any Federal, state, provincial, municipal or military law, regulation, order, or rule, foreign or domestic, including priority, rationing, allocation or preemption orders or regulations, or cancellation of Seller's or Buyer's license to operate its plant; (5) catastrophic failure of facilities used to manufacture Product, interruption or shortage of transportation, labor, power, fuel or raw materials; (6) total or partial shutdown due to Seller's normal plant turnaround; or (7) any other cause or causes of any kind or character reasonably outside the control of the party failing to perform, whether similar or dissimilar from the enumerated causes (a "force majeure"). In the event a force majeure renders a party unable to perform its obligations under this contract, such party shall give written notice to the other party, with the full particulars including the expected duration of such force majeure promptly after the occurrence of the cause relied on, and upon the giving of such notice such party may suspend its obligations hereunder to the extent affected by such force majeure for the duration of the force majeure, but no longer, and so far as possible, such party will remedy the force majeure with reasonable dispatch. When a force majeure ends, performance shall resume, but such delay shall not, except by mutual agreement, operate to extend the term of this contract or obligate the Seller to make up deliveries or Buyer to purchase quantities so missed. Settlement of strikes or lockouts shall lie entirely within the discretion of the party having the difficulty; the above requirements for remedy of any force majeure with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the employees involved, when deemed inadvisable by the party having the labor difficulty. In the event of a force majeure, Seller has no obligation to purchase material for resale to Buyer, and no liability for cost to cover incurred by Buyer.

10. Integration. These Terms and Conditions apply to all sales by PolyOne Corporation and its affiliated companies. No statement of agreement, oral or written, made before or at the signing of this contract shall vary or modify the written terms hereof; and neither party shall claim any amendment, modification or release from any provision hereof unless such change occurs in a writing signed by the other party and specifically identifying it as an amendment to this contract. No modification or addition to this contract shall occur by the acknowledgment or acceptance by Seller of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions, and Seller hereby gives Buyer notice of the rejection of such additional terms and conditions. A provision elsewhere in this contract that conflicts with a provision in these general terms and conditions will govern.


12. Applicable Law. Indian shall govern the interpretation and construction of this contract. All litigations and arbitrations concerning this contract shall occur only in the state and national courts of Pune, India, and each party consents to exclusive jurisdiction in such courts.

13. Re-Export. Buyer will comply with all Indian law and regulation respecting the export and/or re-export of Product.