

**PURCHASE ORDER TERMS AND CONDITIONS [SERVICES]**

1. **Services/Deliverables.** Supplier shall perform the services and/or provide the deliverables ("Services") in accordance with the attached Service Purchase P.O. and these Terms and Conditions (collectively, the "P.O.").
2. **Performance/Warranty.** Supplier warrants that it will perform all Services in a good, workmanlike and professional manner, in accordance with the specifications, drawings, samples, or other data or descriptions furnished or approved in writing by ASI (the "Specifications"). Supplier shall furnish, at its expense, all supplies, equipment, tools, labor and transportation necessary to perform the Services. The Specifications are incorporated herein.
3. **Inspection and Acceptance.** Acceptance of this P.O. by the Supplier shall be deemed effective upon Supplier's acknowledgment of the P.O. or commencement of the Services. Any proposal made by Supplier for additional or different terms & conditions, or any attempt by Supplier to vary the terms & conditions stated herein is hereby rejected. This P.O. shall constitute the entire agreement with reference to its subject matter and shall not be amended without A. Schulman Inc.'s ("ASI") written consent executed by an officer or Business Unit Director of ASI. Supplier and ASI may be referred to collectively herein as "parties".
4. **ASI Remedies.** If Supplier fails to comply with this P.O. or Terms and Conditions, in addition to any other remedies ASI may have under law or this P.O., ASI may: (a) terminate the P.O.; (b) require Supplier to immediately re-perform Services at no additional charge; (c) require a refund of amounts paid by ASI; (d) withhold payments due to Supplier and apply same to payment of any obligations of Supplier to ASI or to third parties; and/or (e) perform or cause to be performed, at Supplier's expenses, the Services that Supplier failed to perform.
5. **Pricing, Invoicing and Payment.** Invoices will be payable sixty (60) days following ASI's receipt thereof, together with the appropriate supporting documentation. Each invoice will be subject to verification by ASI. **Invoices shall be submitted in duplicate to A. Schulman, Inc., Attn: Accounts Payable Department, 3637 Ridgewood Road, Fairlawn, Ohio 44333.** If specified in the P.O., expense reimbursement will be made only in accordance with ASI's reimbursable guidelines attached as an exhibit to the P.O. All of Supplier's claims for money due or to become due from ASI under this P.O. shall be subject to deduction or set-off by ASI by reason of any counterclaim arising out of this or any other transaction with Supplier.
6. **Termination.** ASI reserves the right to terminate this P.O., or any part hereof, solely for its convenience. In the event this P.O. is terminated, ASI shall be liable to Supplier only for such sums as shall represent the applicable charges under this P.O. for Services authorized by ASI and actually performed by Supplier in accordance with this P.O... In the event of termination for cause, ASI shall have the right to withhold all payments which have become due to Supplier and all payments which may thereafter become due. Further, in the event of such termination for cause, Supplier shall be liable to ASI for any and all damages, including, but not limited to, attorney fees, incurred by ASI by reason of Supplier's default and termination. . In the event of termination for any reason, ASI shall have the right to take possession of all drawings, materials and goods belonging to Supplier related to performance of Services, and for such purpose, this P.O. shall be construed as an assignment by the Supplier to ASI of said drawings, materials and goods.
7. **Completion.** The Completion Date stated on the face hereof is an essential part of this P.O... Supplier's failure to perform in accordance with this requirement shall be considered cause for termination, such termination to be effective as to services not yet performed by Supplier.
8. **Subcontractors/Supplier's Personnel.** Supplier shall not subcontract Services unless approved in writing by ASI; in which event, Supplier will maintain the principal role in performing the Services and will be responsible for the performance of any approved subcontractors. Supplier will be solely responsible for the safety of Supplier and its employees and its subcontractors and their respective employees in or about ASI'S PROPERTY.
9. **Confidentiality.** Supplier will hold any information concerning ASI's business, or any other information about ASI, in absolute and strict confidence. Supplier will not refer to ASI in any advertising, press release, client list or other promotional or marketing material.
10. **ASI's Trademarks, Logos and Advertising.** Supplier is not authorized to use ASI trademarks, trade names, logos or brand names without prior written approval from an officer or the Director of a Business Unit of ASI.
11. **Insurance.** If Supplier delivers goods within any ASI facility, Supplier shall maintain insurance coverage as follows: (a) Workers' Compensation with statutory limits including Employers' Liability with limits of not less than \$ 1,000,000 each accident/\$1,000,000 each employee for disease/\$1,000,000 policy limit for disease; (b) Commercial General Liability with limits not less than a combined single limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate/\$2,000,000 products & completed operations aggregate. Such insurance shall be written on an occurrence basis on a current Insurance Services Office (ISO) or equivalent form; (c) Business Automobile Liability with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall be written on an occurrence basis on a current Insurance Services Office (ISO) or equivalent form; (d) All Risk Equipment Insurance covering all risk of physical damage to equipment owned by or provided by Supplier and brought to an ASI facility for use by Supplier. Supplier shall provide ASI with certificates of insurance evidencing all required insurance and (e) Professional Liability with limits of \$1,000,000 each claim/\$1,000,000 annual aggregate. Insurance carriers providing said insurance shall be admitted to do business in the state where the goods are to be supplied and shall carry an A.M.Best's rating not less than A-, VIII. All insurance policies hereunder shall (a) name ASI as an additional insured, (b) be primary to any other insurance carried by ASI which shall be specifically excess to and not contributing therewith; and (c) include a provision waiving the insurer's right of subrogation against ASI. If requested by ASI, Supplier shall obtain an endorsement requiring thirty (30) days written notice to ASI before cancellation or material change in coverage of Supplier's insurance coverage.
12. **Indemnification.** To the fullest extent permitted by law, Supplier shall indemnify, hold harmless, and defend ASI, ASI's affiliates and all of ITS/their officers, directors, agents, and employees ("ASI Related Parties") from and against all claims, damages, loss and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of Supplier. Supplier further agrees upon receipt of notification from ASI to promptly assume full responsibility for defense of any suit or proceeding which may be brought against ASI or its agents for alleged patent, copyright or trademark infringement, as well as any alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder. Supplier further agrees to indemnify ASI, its agents and assigns from and against any and all loss, cost, royalties, profits or damages of whatsoever nature, including, but not limited to attorney fees and court costs, resulting from any such suit or proceeding claiming a violation infringing of a patent, copyright or trademark, including any settlement thereof. **SUPPLIER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PROVISION SHALL APPLY EVEN IF CAUSED BY ASI'S FAULT OR NEGLIGENCE, WHETHER JOINT, CONCURRENT OR COMPARATIVE, OR CONTRACTUAL LIABILITIES TO OTHER PARTIES, OR TO THE FAULT OF ASI OR ANY ASI RELATED PARTY, WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON ANY ASI RELATED PARTY.**
13. **Limitation of Liability.** Supplier waives any claim against ASI for consequential, special or punitive damages allegedly suffered by Supplier, including lost profits and business interruption.
14. **Notice.** Notice to ASI shall be sent to 3637 Ridgewood Road, Fairlawn, OH 44333 Attn: Chief Legal Officer. Any notice given under this P.O. shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) 3 days after deposited in the United States mail to the address provided on the first page of this P.O. E-mail communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this P.O.
15. **Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment.** This P.O. constitutes the entire agreement between ASI and Supplier. **Any additional or different provisions proposed by Supplier are rejected and will not be effective unless agreed to in writing by ASI.** The parties may agree to amend provision(s) contained in these Purchase Order Terms and Conditions (Goods) if such amendment (a) is in writing and specifically references the provision(s) in this P.O. is to be amended and (b) is executed by an officer or Business Unit Leader of ASI.
16. **Governing Law; Venue.** This P.O. will be governed by and construed in accordance with the laws of the State of Ohio and the EXCLUSIVE VENUE for any actions brought under this P.O. will be in Summit County, Ohio.
17. **Assignment.** Supplier shall not assign this Agreement or otherwise delegate any goods or services to be provided hereunder without the prior written approval of ASI. ASI reserves the right to approve or disapprove all or sub-suppliers proposed by Supplier, which may be withheld at ASI's sole discretion. Supplier shall be fully responsible for all work performed by or sub-suppliers.
18. **Compliance with Law.** Supplier shall comply with all applicable laws, regulations and ordinances. Further, Supplier shall comply with ASI's Global Supplier Code of Conduct, which is posted at www.aschulman.com.