

## Limited Warranty

Polykemi, Inc. (“SELLER”) warrants that the plastic pellets (the “Products”) sold to the first end user (“BUYER”) will be free of manufacturing defects in workmanship and were designed and manufactured using reasonable care. This Limited Warranty applies for the period provided in Section 5 of this Limited Warranty.

This Limited Warranty applies only to the first end user of the Product and becomes void on the transfer or sale of the Products or the use of the Products by any party other than BUYER.

### 1. REVIEW OF PRODUCT MANUAL REQUIREMENT

(A) BUYER has fully read and understood the Product Spec Sheets and the SELLER’s Sales Terms & Conditions.

### 2. INSTALLATION AND MAINTENANCE REQUIREMENTS

This Limited Warranty applies only if:

- (1) The Products are used in accordance with the SELLER’S Product Spec Sheets as furnished to BUYER at the time of purchase;
- (2) The Products are not misused or abused, and there is no evidence of mishandling, neglect, or modification without the approval of SELLER, or damage done to the Products by anyone other than SELLER.

### 3. METHOD FOR OBTAINING WARRANTY SERVICE

To obtain a replacement of the Products under this Limited Warranty, BUYER must provide SELLER with a written notice of any alleged defect within the warranty period stated in Section 5 and within seven (7) days of its discovery. BUYER may provide written notice either by e-mail to [claim@polykemiinc.com](mailto:claim@polykemiinc.com) or via courier to Lisa Riess at 2300 Lynch Road Evansville, Indiana 47711. At SELLER’s option, BUYER must ship the defective Products to: Polykemi Inc. c/o Omni Plastics LLC, 2300 Lynch Road, Evansville In 47711. This section shall hereinafter be referred to as Warranty Claim Procedures.

### 4. WARRANTY SERVICES PROVIDED

If the Products are proved to SELLER’s satisfaction to be defective, within the applicable warranty period described below, SELLER’s obligations under this Limited Warranty shall be limited to replacing the Products, at SELLER’s sole discretion, and only if such defect was caused solely by defective workmanship and/or materials. Such replacement shall be SELLER’s sole obligation and BUYER’s exclusive remedy hereunder and shall be conditioned upon BUYER’s fulfilling its obligations under SELLER’s Warranty Claim Procedures.

## 5. WARRANTY PERIOD

This Limited Warranty of the Products, and any implied warranties provided to BUYER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for a period of one (1) year from the date of shipment of the Products from SELLER's manufacturing or distribution facilities.

## 6. LIMITATIONS ON WARRANTY

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. POLYKEMI, INC. AND ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, MANUFACTURING OR DELIVERY OF THIS PRODUCT (THE "SELLER PARTIES"), FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCTS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE BUYER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY AND CERTAIN LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY MAY NOT APPLY.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Limited Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

## 7. SELLERS LIABILITY

SELLER's liability with respect to the Product sold by BUYER shall be limited to the warranty

provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of BUYER's customers or any third party for any such damages. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SELLER NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS PRODUCTS.

SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, SHALL IN NO CASE EXCEED THE CONTRACT PRICE PAID BY THE BUYER FOR THE PRODUCT(S) CLAIMED TO BE DEFECTIVE OR UNSUITABLE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

## 8. SEVERABILITY

If a part, provision or clause herein, or the application thereof to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty remaining, and to this end this Limited Warranty shall be treated as severable.

## 9. MISCELLANEOUS

Any description of the Products, whether in writing or made orally by SELLER or SELLER's agents concerning specifications, samples or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Products and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

This Limited Warranty is governed by the laws of Delaware and shall benefit SELLER, its successors and assigns. For any and all claims, disputes, or controversies arising under, out of, or in connection with this Limited Warranty, the forum shall be any federal or state court of competent jurisdiction located in Cook County, the State of Illinois.