

TERMS AND CONDITIONS OF SALE

A. PAYMENT TERMS

Payment terms shall be "net thirty days" from the later of date of invoice or date of receipt of products by BUYER. Any schedule that modifies the above policy must be in writing and duly signed by a NPI corporate official. Any invoice not paid within 60 days will initiate a credit hold status.

B. CREDIT APPROVAL

All orders are subject to approval by NPI's credit department. NPI reserves the right to extend, refuse or withdraw credit at any time without notice or to request guaranties, security agreements or payment in advance. NPI reserves the right to revoke credit already extended, to reject any orders placed by buyer if NPI reasonably believes BUYER's credit standing to be unsatisfactory.

C. RETURN MATERIAL POLICY

BUYER Agrees that all products returned, other than those returned for nonconformity according to product specifications, will be subject to a 25% restocking fee. No returns will be accepted without obtaining a returned goods authorization from NPI. Only prepaid shipments will be accepted for return. NPI will not accept for return any outdated material or products that are not in their original container or products that have been opened. In addition, NPI will not accept for return any special color products (special colors are any color that is not on our standard published color chart) or any products listed as a non-standard and/or special order products.

No cash refund. Credit will be issued towards account.

D. OVER RUNS

Production over runs for custom formulas, special colors and special order products will be the responsibility of the customer up to a 10% maximum.

E. CANCELLATION POLICY

BUYER agrees that orders pertaining to non-standard and special order products or special colors cannot be cancelled after the manufacture of the products. In addition, BUYER agrees that cancellation for all other products ordered must be received by NPI prior to packaging, or a 25% restocking fee will apply.

F. DELIVERY AND TITLE

Shipping terms shall be F.O.B. Charleroi, Pennsylvania. Title to and risk of loss for all products sold hereunder shall pass to BUYER upon NPI's delivery to carrier at NPI's manufacturing facility.

G. ACCEPTANCE OF GOODS

BUYER shall inspect all products furnished hereunder immediately upon receipt. Failure to make claims within 15 days from date of shipment shall constitute acceptance of products sold hereunder and a waiver by buyer of any claim.

H. LIMITATIONSON OUR LIABILITY

We shall have not liability for incidental or consequential damages, direct or indirect. Our liability is limited to the net selling price of our product or the replacement of our product, at our option. Acceptance of delivery of our product means that you have accepted the terms of our limitation of liability whether or not purchase orders or other documents state terms that vary from this limitation of liability. No warranty is made, expressed or implied, that our product shall be merchantable or that our product shall be fit for any particular purpose. The products are supplied on the condition that you shall make your own tests to determine suitability of our product for your particular purpose, prior to using or installing any products.

I. COLLECTIONS

BUYER shall, in the event that action is required on the part of Seller to collect any amounts owing to Seller by BUYER hereunder, pay to Seller all costs of collection including attorney's fees.

PRODUCTION FAILURE EVALUATION

Every production run of products is assigned a batch tracking number and a liquid and cured sample is retained. In the event of a problem in the field, the lab and technical department can re-evaluate these retain samples and review QC records to conform and certify that the products have been manufactured to specifications. At the request of the customer, a NPI representative can visit the job site, but in the event problems are caused by application, mixing, or conditions of the job site, the customer will be responsible for expenses.