18. SETOFF - HEXPOL shall have the right to credit toward the payment of any amounts that may become due Seller hereunder any amounts which may now or hereafter be owed to HEXPOL by Seller.

19. CONFIDENTIALITY - All information furnished or made available by HEXPOL to Seller or to Seller's employees or subcontractors in connection with the items or services covered by this Purchase Order shall be treated as confidential and shall not be disclosed by Seller; its employees and subcontractors to any third party, either in whole or in part, without HEXPOL's prior written consent. To the extent the goods subject to this Purchase Order are custom-made goods, Seller agrees that all designs, drawings, processes, compositions of materials, specifications, software, mask works or other technical information made or furnished by Seller in connection with the items or services covered by this Purchase Order, including all rights therein, shall be the sole and exclusive property of HEXPOL, free from any restrictions, and Seller shall protect same against unauthorized disclosure to or use by any third party. Seller agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of materials, specifications, software, mask works or other technical information made or furnished by Seller in connection with the items or services covered by this Purchase Order, Seller will promptly identify and disclose such inventions or improvements to HEXPOL and execute or obtain the execution of any patents as may be necessary to perfect ownership of the inventions or improvements in HEXPOL or as may be necessary in the obtaining, maintenance, or enforcement by HEXPOL of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements. The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this Purchase Order.

20. ASSIGNMENT - Seller shall not assign, whether by assignment, subcontract, merger, reorganization, operation of law (all of which shall be deemed to be an "assignment") or otherwise this Purchase Order or any interest herein or any payment due or to become due hereunder without the written consent of HEXPOL. Any such oral or attempted assignment without HEXPOL's written consent shall constitute a breach by Seller and shall entitle HEXPOL to terminate this Purchase Order without further liability hereunder and to withhold payment until HEXPOL has determined to whom such funds are payable and that HEXPOL is fully protected from all claims by the assignee of Seller's assignor or any third party and from any loss or expense in connection therewith. To the extent that HEXPOL may assert any crossclaim or set-off against Seller, HEXPOL may assert such crossclaim or set-off against any of Seller's assignors, whether or not such assignment was made without Seller's consent or with respect to this Purchase Order.

21. CANCELLATION - HEXPOL shall have the right to cancel for default all or any part of the undelivered portion of this Purchase Order if Seller fails to make reasonable progress toward completion of this Purchase Order in the time specified, if Seller does not make deliveries as specified in the delivery schedule, if Seller breaches any of the terms hereof including warranties of Seller, if Seller makes an assignment, extension or assignment for the benefit of creditors, if Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Seller becomes insolvent or if Seller generally does not pay its debts as they become due. If this Purchase Order is canceled for default, HEXPOL may require Seller to transfer title and deliver (a) the purchased items (1) completed items, and (2) partially completed items and materials, information and contract rights that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon dissolution of HEXPOL, Seller shall also protect and preserve in its possession in which HEXPOL has an interest. The rights and remedies of HEXPOL set forth in this Article are in addition to, and not in lieu of, any other remedies which HEXPOL may have in law or equity or pursuant to other Articles of this Purchase Order. If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 22 hereof.

22. TERMINATION - HEXPOL may terminate this Purchase Order or any part hereof for any reason at any time upon written notice to Seller. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits, and to accept as its sole remedy for termination the value of all work performed prior to termination and reasonable costs occasioned by termination, provided, however, that HEXPOL shall have no liability whatsoever for goods which are Seller's standard stock. No such termination shall relieve Seller of any of its obligations for any goods delivered hereunder prior to such termination. Any claim for adjustment must be asserted within thirty (30) days from the date when the termination was ordered.

23. GOVERNMENT CONTRACT - If a government contract number is noted on the face of this Purchase Order, the provisions of HEXPOL's Form Number 3031 covering Defense Acquisition Regulations (DAR) will apply and are incorporated herein by reference.

24. TIME AND MATERIAL WORK - Where the purchase price hereunder is to be determined by Seller's time or cost of materials, or otherwise from records to be maintained by Seller, Seller will retain all records necessary for such determination for a period of at least two (2) years after the completion of this Purchase Order and will permit HEXPOL access thereto at all reasonable times for the purposes of audit.

25. ADVERTISING - Seller may not, without written consent of HEXPOL, advertise or publish, in any manner, the fact that Seller has furnished or contracted to furnish the goods or services specified herein.

26. WAIVER - The failure of HEXPOL to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this Purchase Order or to exercise any right hereunder, shall not be construed as a waiver or renunciation of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

27. SEVERABILITY - The provisions of this Purchase Order are severable. If any provision of this Purchase Order is held to be unenforceable, then such provision will be stricken from this Purchase Order and the remainder of this Purchase Order will remain in full force and effect.

28. DISPUTE RESOLUTION - In the event of a dispute between the parties arising out of or related to this Purchase Order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within thirty (30) days after such meeting the parties have not succeeded in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within fifteen (15) days after the thirty (30) day negotiation period, then either party may pursue other available remedies upon seven (7) days written notice to the other party of its intent to do so. If the parties are able to agree upon a form of ADR, they shall pursue its invocation in a confidential and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon seven (7) days written notice to the other party specifying its intended course of action.

29. GOVERNING LAW - This agreement shall be governed, interpreted and construed by, and in accordance with the laws of the State of Ohio, including the provisions of the Ohio Uniform Commercial Code, without regard to principles of conflict of laws. Seller agrees to submit to the jurisdiction of any court wherein an action is commenced against HEXPOL based on a claim for which Seller has agreed to indemnify HEXPOL under this agreement.

30. TAXES - Seller shall pay all taxes applicable to this transaction unless shown separately on the face of this Purchase Order.

Date: 9/23/2011