

POLYESTER FIBERS, LLC
TERMS AND CONDITIONS OF PURCHASE

The terms and conditions hereinafter set forth (the "Terms & Conditions") apply to all orders of Polyester Fibers, LLC ("Poly-Fibers") for the purchase of goods, merchandise, and/or services (the "Products") described in any purchase order ("Purchase Order") issued by Poly-Fibers to the seller ("Seller") named in the Purchase Order. Upon their being an offer by Poly-Fibers and acceptance by Seller (as hereinafter provided) the Purchase Order and the Terms & Conditions (which are specifically incorporated by reference into the Purchase Order) constitute the written agreement the ("Contract"), which govern the parties' duties, obligations and relationship with respect to the sale by Seller to Poly-Fibers of the Products set forth in the Purchase Order.

Notwithstanding anything to the contrary in the Purchase Order or in the Terms and Conditions, in the event that Seller has entered into a signed vendor or supplier agreement with Poly-Fibers and a Purchase Order is issued under the signed vendor or supplier agreement, then the Terms & Conditions hereinafter set forth shall **NOT** apply. Instead, the terms and conditions set forth in the signed vendor or supplier agreement shall apply to that Purchase Order.

1. Contract

(a) Offer. The issuance and delivery of a Purchase Order by Poly-Fibers to Seller shall constitute an offer by Poly-Fibers to purchase the Products from Seller in accordance with the terms set forth on the face of the Purchase Order and the Terms & Conditions (the "Offer"). If the Purchase Order and the Terms & Conditions are deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms and conditions contained in the Purchase Order and the Terms & Conditions.

(b) Acceptance. The earliest to occur of the following shall constitute Seller's acceptance of the Offer and the parties shall have upon acceptance entered into the Contract: (a) Seller delivers to Poly-Fibers a signed copy of the Purchase Order, (b) Seller delivers to Poly-Fibers a written confirmation of Seller's acceptance of the Purchase Order, (c) Seller's delivery of any portion of the Products ordered, (d) Seller's acceptance of any payment from Poly-Fibers, or (e) any other event constituting acceptance under applicable law. Seller's acceptance of the Offer is limited to the terms contained in the Purchase Order and Terms & Conditions. Poly-Fibers hereby objects to and rejects any additional, different or varying terms proposed by Seller regardless of whether such terms would materially alter these Terms & Conditions. Seller's proposal of additional or different terms shall not operate as a rejection of Poly-Fibers' terms unless such variances are in the description, quantity, price, or place or date of delivery of the Products, and the Purchase Order and Terms & Conditions shall be deemed accepted without said additional or different terms. Upon acceptance, the Contract constitutes the final written expression of the terms between Poly-Fibers and Seller regarding the purchase of the Products by Poly-Fibers and is the complete and exclusive statement of those terms. For purposes of clarity, each Purchase Order issued by Poly-Fibers and accepted by Seller shall be deemed to be a separate Contract.

(c) Written Supplements by Poly-Fibers. Poly-Fibers may, by written supplement to this Contract, change the drawings, designs or specifications for Products or otherwise change the scope of work covered by the Purchase Order. Any written supplements issued by Poly-Fibers under this Section 1(c) shall be deemed not to constitute an amendment, modification or other change to the Contract requiring the written consent of Seller. If such change would affect the price or delivery date for such Products, Poly-Fibers and Seller shall agree in writing upon an equitable adjustment to reflect the effect of such change. Seller shall not suspend performance of this Contract while Poly-Fibers and Seller are in the process of making such changes and related adjustments. No substitutions shall be made in this Contract without Poly-Fibers' prior written authorization.

2. Delivery

Unless otherwise provided in the Purchase Order, Seller shall deliver the Products F.O.B. the location set forth in the Purchase Order ("Place of Delivery"). Seller shall pack, mark and ship Products in

accordance with Poly-Fibers' written instructions, including, without limitation, any temperature specifications. Seller shall package Products so as to prevent damage or deterioration and shall comply with all applicable packaging laws. Seller shall include with each shipment such documents as Poly-Fibers may require from time to time, including, without limitation, a packing slip showing the Purchase Order number, item numbers and sufficient other particulars to identify the Products, certificates of analysis, country of origin certificates and a bill of lading showing quantities delivered by lot number (collectively, the "Delivery Documents"). Poly-Fibers' count shall be accepted as final on all shipments not accompanied by packing lists. Poly-Fibers will not pay any charges for any containers, packaging, boxing, crating, marking, delivery, transportation, storage or other charges unless otherwise specified herein, and Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet delivery dates due to its own acts or omissions. Poly-Fibers shall have the right at any time to change the carrier and/or the method of transportation set forth in the Purchase Order to be employed in conveying the Products, upon proper adjustment being made to cover any difference in transportation cost. Deliveries are to be made only in quantities and at times specified in the Purchase Order. Poly-Fibers shall have no obligation to compensate Seller for or return to Seller any goods shipped to Poly-Fibers in excess of or different from the Products set forth in the Purchase Order, and Poly-Fibers shall take title to any such goods in the same manner in which it takes title to those Products specifically ordered in the Purchase Order. The per unit price of the Products shall be automatically reduced to account for all such excess or different goods received by Poly-Fibers. Poly-Fibers may from time to time change delivery schedules. Any forecasts provided by Poly-Fibers are estimates only and are nonbinding. Seller agrees to supply Poly-Fibers' requirements for Products; provided, however, that nothing herein shall be deemed to restrict Poly-Fibers from procuring Products from alternate sources. Time is of the essence with respect to delivery of Products. Seller shall immediately notify Poly-Fibers of any actual or potential delivery delays. Title to and risk of loss of Products shall remain with Seller until delivery to the Place of Delivery. Any written instructions or written actions taken by Poly-Fibers under this Section 2 shall be deemed not to constitute an amendment, modification or other change to the Contract requiring the written consent of Seller.

3. Price; Payment

(a) Prices. If a price is not stated in the Purchase Order, the Products shall be billed at the price last quoted or the prevailing market price, whichever is lower. The Contract must not be filled at a higher price than last quoted or charged without Poly-Fibers' prior written authorization. Prices shall not increase without Poly-Fibers' prior written consent, which Poly-Fibers may withhold in its sole discretion. Seller represents and warrants that the prices are, and will remain, no less favorable to Poly-Fibers than any price which Seller presently, or in the future, offers to any other customer for the same or substantially similar goods and/or services for substantially similar quantities. If Seller offers a lower price for the same or substantially similar goods and/or services to any other customer during the term of the Contract, then Seller will immediately offer Poly-Fibers the same price as offered to such other customer. Unless otherwise set forth in the Purchase Order, the Contract price for the Products shall include (i) all costs to be borne by Buyer under Section 3(a) hereof, (ii) all duties and taxes (including excise and withholding taxes) payable in any country where production or delivery takes place; (iii) any commissions to selling agents; and (iv) other incidental charges, whether or not such charges are itemized separately on invoices to Poly-Fibers. Unless otherwise stated in the Purchase Order, Seller, at its cost, shall supply all materials, equipment, tools and facilities required to perform under this Contract.

(b) Payment. Unless otherwise provided in the Purchase Order, the purchase price and any other charges or expenses to be borne by Poly-Fibers under the Purchase Order shall be paid within sixty (60) days after the delivery of conforming Products to the Place of Delivery, and Poly-Fibers receipt of invoice and Delivery Documents. Poly-Fibers reserves the right of setoff of any amounts due Seller under the Contract against any present or future amounts due Poly-Fibers from Seller on any transaction. Poly-Fibers' acceptance of or payment for the Products or any other action or inaction shall neither (a) relieve Seller from any of its obligations and warranties hereunder nor (b) constitute a waiver of Poly-Fibers' rights hereunder for non-conforming Products, or otherwise.

4. Inspection

All Products are subject to Poly-Fibers' inspection during manufacture and/or after delivery. Poly-Fibers shall have the right to reject Products within sixty (60) business days from the date of delivery if any of such Products do not comport with the Purchase Order, the Terms & Conditions or any other written requirements of Poly-Fibers provided to Seller under the Terms & Conditions. This right of inspection, whether exercised or not, will not affect Poly-Fibers' right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. If Poly-Fibers rejects any Products, Seller shall, within twenty (20) working days from the date of rejection, at Poly-Fibers' option, replace such Products (if the nature of such Products allow them to be reasonably replaced within such twenty day period), or provide Poly-Fibers with full credit therefor. Alternatively, Poly-Fibers may replace the Products and invoice Seller for the additional costs incurred by Poly-Fibers. Any Products rejected by Poly-Fibers shall be held at Seller's risk and subject to Seller's instructions or, at Poly-Fibers' option, returned at Seller's expense. Seller shall bear all shipping costs, the risk of in-transit loss and damage for replacement Products. Payment by Poly-Fibers will not be construed as an acceptance of Products, or as a waiver or limitation of any of Poly-Fibers' rights as set forth herein.

Notwithstanding anything to the contrary herein, Seller acknowledges that, if Seller's breach of the Contract causes Poly-Fibers to deliver Products to its customers either late or that otherwise do not comport with Poly-Fibers' contractual requirements with its customers, Poly-Fibers may incur liability to its customers and may suffer lost profits and other damages for which Seller shall be liable.

5. Seller's Representations and Warranties

Seller expressly represents and warrants to Poly-Fibers, Poly-Fibers' customer, the ultimate user, and its and their successors and assigns that (a) good title to the Products will be transferred to the Poly-Fibers, and the Products will be free from any security interest, lien or encumbrance; (b) the Products will be of best workmanship, free from defects in material and workmanship, new and not used, remanufactured, reconditioned or refurbished, and will comply with all Contract specifications and requirements and will be of equal or better quality as all samples delivered to Poly-Fibers; (c) all statements on the packing lists and Delivery Documents shall be accurate and that Poly-Fibers may rely thereon; the Products are genuine and are not counterfeit, adulterated, misbranded, falsely labeled or advertised or falsely invoiced within the meaning of any applicable local, state or federal laws or regulations, and the prices, packaging, labeling and other terms and conditions of sale comply with all such laws, ordinances, codes and regulations; (d) the Products, or the sale thereof by Poly-Fibers, is not in violation of any laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof, including but not limited to the Foreign Corrupt Practices Act, all laws and regulations relating to health, safety, environment, serial and identification numbers, labeling and country of origin designation, toxic substances, and the requirements of California Proposition 65 and other state "right to know" laws; (e) the Products shall be delivered in good and undamaged condition and shall, when delivered, be merchantable and fit and safe for the purposes for which the same are intended to be used, including but not limited to consumer use; the Products do not infringe upon or violate any patent, copyright, trademark, trade name, trade dress, trade secret or, without limitation, any other rights belonging to others, and all rights, permissions and authorizations required to provide the Products to Poly-Fibers have been obtained and all royalties and license fees relating to Products have been paid and will continue to be paid by Seller; (f) all weights, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the Products are true and correct, and conform and comply with all laws, rules, regulations, ordinances, codes and/or standards of federal, state and local governments relating to the Products; (g) all Products shall be appropriately packaged, marked and labeled in accordance with International Maritime Dangerous Goods (IMDG) Code and 49 CFR § 171, et seq., or other applicable code; there is no other

impediment or restriction, legal or otherwise, that limits, prohibits or prevents Seller from selling and delivering the Products to Poly-Fibers or if the Products are intended for re-sale, limits, prohibits or prevents Poly-Fibers from reselling the Products to its customers; (h) any statement or claim made by Seller to Poly-Fibers that the Products qualify or are otherwise eligible for benefits or preferential treatment under any current or future Free Trade Agreement, bilateral or multilateral international agreement or special preference program is true and correct and shall be supported by records and documents maintained by Seller (copies of which shall be provided to Poly-Fibers upon request); (i) the Products are not transshipped for the purpose of mislabeling, or evading quota or country of origin restrictions; (j) to the extent applicable, the purchase price for the Products are not less than fair value under the United States Antidumping Law (19 U.S.C. § 1673 et seq.), and without the use of countervailable subsidies as defined by U.S. Law (19 U.S.C. § 1671 et seq.); (k) THE PRODUCTS ARE NOT MANUFACTURED, ASSEMBLED OR PACKAGED BY THE USE OF FORCED LABOR, PRISON LABOR OR FORCED OR ILLEGAL CHILD LABOR.

It shall be within the reasonable discretion of Poly-Fibers to determine if Seller has breached the above-mentioned representations and warranties. In addition to the representations and warranties contained in this Section 5, all other representations and warranties provided by law, including but not limited to any warranties provided by the Uniform Commercial Code, are specifically incorporated herein. Nothing contained in the Terms & Conditions shall be deemed a waiver of any representations or warranties implied by law.

6. Poly-Fibers' Confidential Information, Intellectual and Other Property

(a) Confidential Information. Seller will keep secret all information about the way in which Poly-Fibers develops, designs, produces or sells its inventory and products, or about the way in which Poly-Fibers conducts its business including, but not limited to, information related to specifications, markets, customers, pricing and sales, product ideas, concepts, financial information, internal procedures, trade secrets, cost data, inventory, whether or not Poly-Fibers specifies that information as confidential ("Fibers Confidential Information"). Seller shall use Fiber's Confidential Information only as necessary to perform its obligations under the Contract and will be responsible for its employees, agents and contractors abiding by these obligations. On Poly-Fibers request, Seller shall return to Poly-Fibers all materials, in whatever form that include or constitute Fiber's Confidential Information. Notwithstanding any other provision in the Contract, the obligations of Seller under this Section 6(a) shall remain in full force and effect for a period of three (3) years from the expiration, cancellation or termination of this Contract.

(b) Artwork, Graphics, Designs & Mechanical Features. All artwork, graphics, designs and mechanical features provided by Poly-Fibers to Seller or created, adapted, produced or designed by Seller for Poly-Fibers in the course of manufacturing Products for, or selling Products to, Poly-Fibers or performing services for Poly-Fibers are "works made for hire" and are Poly-Fibers exclusive property. Such artwork, graphics, designs and mechanical features shall be used only on Products manufactured for or sold to Poly-Fibers, except as otherwise provided in the Purchase Order. Seller hereby irrevocably assigns to Poly-Fibers the ownership of such artwork, graphics, designs and mechanical features, and all rights of copyright registration, trademarks and patents and similar protections which may be available with respect thereto, and Seller shall not claim or seek protection which may be available for any intellectual property contained in or incorporated into the Products. Seller shall cooperate with Poly-Fibers and provide to Poly-Fibers all assistance reasonably required for Poly-Fibers to protect such rights.

(c) Use of Poly-Fibers Trade Names and Trademarks. Poly-Fibers is the owner of various trade names, trademarks, service marks, as well as various proprietary brand names (individually and collectively, "Fibers Identifying Marks"). Whenever requested by Poly-Fibers to do so, Seller will place on the Products, in the manner specified by Poly-Fibers, such Fibers Identifying Marks as Poly-Fibers may specify. Seller agrees that Fibers Identifying Marks shall be used only on the Products manufactured for

and/or sold to Poly-Fibers and in the manner and subject to the restrictions imposed by Poly-Fibers. Seller shall not acquire any rights, title or interest in any of Fibers Identifying Marks under the Contract. Seller shall not use any of Fibers Identifying Marks directly or indirectly for advertising or other publicity purposes without obtaining the prior written consent of the Poly-Fibers Office of the General Counsel. Seller shall not sell or otherwise dispose of, nor permit the sale or disposal of, any Products bearing any of Fibers Identifying Marks (including any nonconforming Products) to anyone other than Poly-Fibers without first obtaining Poly-Fibers express written consent (which may be withheld in Poly-Fibers' sole discretion) and then only after first removing (at Seller's sole cost and expense) all of Fibers Identifying Marks prior to such sale or disposal. Upon the expiration, cancellation or termination of the Contract, Poly-Fibers may elect, but shall have no obligation, to purchase from Seller any surplus labels, packaging or other materials bearing Fibers Identifying Marks. All such materials not purchased from Seller by Poly-Fibers shall be destroyed by Seller.

(d) Material & Equipment Furnished or Paid for by Poly-Fibers. Any materials, equipment, tools, dies or other tangible property furnished by Poly-Fibers or paid for by Poly-Fibers (individually and collectively, the "Fibers Materials & Equipment") shall remain Poly-Fibers' property. Any Fibers Materials & Equipment shall be used only for performance by Seller under this Contract and, on demand, must be returned to Poly-Fibers, in accordance with Poly-Fibers' instructions, without charge. Seller agrees that it will: (i) properly mark/label, identify and segregate any and all Fibers Materials & Equipment in such fashion as to clearly identify such items as being the property of Poly-Fibers, (ii) prevent the commingling of Fibers Materials & Equipment with other materials and property of Seller except in accordance with applicable Poly-Fibers specifications and (iii) assume responsibility for all taxes and risk of loss or damage with respect to Fibers Materials & Equipment at all times until such property is returned to Poly-Fibers.

7. Termination, Suspension or Expiration of the Contract

(a) Termination and Suspension. Upon written notice to Seller, Poly-Fibers may suspend or terminate the Contract, at any time, for its convenience and in whole or in part, by any reasonable manner. If Poly-Fibers terminates the Contract for its convenience, Seller's sole claim shall be for the costs it reasonably incurred in the performance of the Contract prior to such termination, with due allowance for the salvage value of all Products after Poly-Fibers has had full opportunity to recommend disposition and audit Seller's costs. If Poly-Fibers suspends the Contract, Seller shall promptly suspend further performance of the Contract to the extent specified and during the period of such suspension shall properly care for and protect all work in progress and materials Seller has on hand for performance of the Contract. Upon written notice to Seller, Poly-Fibers may at any time withdraw the suspension of Seller's performance under the Contract and Seller shall resume diligent performance thereunder. If Seller believes that any such suspension or withdrawal of suspension justifies modification of the Contract price, Seller shall promptly submit to Poly-Fibers a written claim for such modification. Seller's claim shall substantiate Seller's increased costs with invoices and other documents satisfactory to Poly-Fibers. Upon Poly-Fibers' verification and approval of such additional costs, Poly-Fibers and Seller shall agree upon an adjustment in the Contract price based upon such costs as full compensation for any damages that Seller purports to have incurred as a result of the suspension and/or withdrawal thereof. Any claim by Seller for an adjustment in the Contract price pursuant to this provision shall be deemed to have been waived unless made in writing within thirty (30) days from the date Poly-Fibers notifies Seller of the suspension, or withdrawal of suspension, as the case may be.

(b) Termination for Cause. If Seller is adjudged bankrupt, is insolvent or makes a general assignment for the benefit of its creditors, or if Seller does not correct any failure of Seller to comply with the Contract within ten (10) days after Poly-Fibers notifies Seller in writing of such failure, Poly-Fibers may terminate this Contract by written notice to Seller. In the event of such termination, Poly-Fibers may complete the performance of this Contract by such means as Poly-Fibers selects, and Seller shall be responsible for any additional costs incurred by Poly-Fibers in so doing. Any amounts due Seller for Products delivered by Seller in full compliance with the terms of this Contract prior to such termination

shall be subject to setoff by Poly-Fibers for Poly-Fibers' additional costs of completing the Contract and other damages incurred by Poly-Fibers as the result of Seller's default.

(c) Expiration. Subject to Section 10(h), the Contract shall expire upon each of Seller's and Poly-Fibers' performance of all of their respective obligations hereunder.

8. Indemnification

Seller agrees to defend, protect, indemnify and hold harmless Poly-Fibers and its officers, board of managers, members, employees, agents, customers, successors and assigns (each an "Indemnified Party") from and against any and all loss, liability, damages, costs, attorneys' fees, expert witness fees, penalties, fines and other exactions of any governmental body or other incidental expenses of any kind and nature whatsoever, suffered, resulting or claimed to result, directly or indirectly, from: Products that are or alleged to be defective; Seller's actual or alleged breach of any representations and warranties contained in the Contract; or, Seller's breach of any of the other terms and conditions contained in the Contract.

In the event of any claim, demand, action or proceeding being commenced against any Indemnified Party, Poly-Fibers agrees to give Seller prompt written notice after receipt by Poly-Fibers of such claim, demand, action or proceeding. Seller agrees to assume the defense of any and all such claims and suits and will pay all fees, costs and expenses, including attorneys' fees. Seller shall use counsel satisfactory to Poly-Fibers in the defense of such allegations. Seller shall promptly pay all judgments and settlements. If Seller fails to immediately assume the defense of an Indemnified Party, Seller shall be deemed to have elected not to conduct such defense and the Indemnified Party shall have the right to conduct such defense at Seller's expense and to compromise and settle the claim without Seller's prior consent. Seller will promptly reimburse each Indemnified Party for all costs and expenses (including attorneys' fees, court costs judgments and settlement sums) incurred by each Indemnified Party in connection with such defense, with reimbursement to be made promptly as such costs and expenses are incurred.

Seller's agreement to defend, protect, indemnify and hold harmless Poly-Fibers under this provision is independent of and in addition to Seller's agreement to procure insurance. Seller's insurer's position regarding insurance coverage for Poly-Fibers as an additional insured does not in any way modify or limit Seller's agreement to defend, protect, indemnify and hold harmless Poly-Fibers or the other Indemnified Parties.

9. Insurance

Seller shall obtain and maintain in effect at all times Commercial General Liability Insurance including insurance for product liability and all other insurance as applicable to accidents or occurrences resulting in whole or in part from the provision of, use, storage or condition of Seller's Products, either by means of (A) a Broad Form Endorsement with Poly-Fibers named as an additional insured on Seller's Commercial General Liability Policy or by (B) directly purchasing a policy for the benefit of and naming Poly-Fibers on the policy itself. Any such Broad Form Endorsement shall also provide that the insurer must provide at least thirty (30) days written notice to Poly-Fibers prior to any cancellation or non-renewal of the policy. Any such insurance required to be provided hereunder shall be primary insurance for Poly-Fibers. Any similar insurance maintained by Poly-Fibers and its customers shall be excess and noncontributory with the insurance required to be provided by Seller as set forth above.

The insurance required to be provided by Seller above must be evidenced by a certificate of insurance written by an admitted United States carrier with an A.M. Best Rating of A- or better and a financial size rating of Class VIII or higher, and must have the a minimum limit of not less than \$2 million per occurrence. Such policy shall be an occurrence policy and not a claims-made policy.

Certificates of Insurance should be sent annually to: Polyester Fibers, LLC, Attn: Purchasing Department, PO Box 310, Conover, NC 28613.

Failure to provide such proof of insurance shall result in payments being withheld by Poly-Fibers to Seller until such time as such proof is received.

10. General

(a) Governing Law & Forum. The Contract shall be governed by and construed according to the internal laws of the State of North Carolina, U.S.A. (without regard to principles of conflicts of laws), including, without limitation, the uniform commercial code as adopted in the State of North Carolina, U.S.A. The contract (or any of the transactions contemplated thereunder) shall *not* be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Any cause of action, claim, suit or demand allegedly arising from or related to the Contract shall be brought in a court situated in the County of Catawba County, State of North Carolina, U.S.A. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court.

(b) Severability. If any provision of the Contract is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of the Contract may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

(c) Waiver. The failure or delay of any party at anytime to require performance by another party of any provision of the Contract, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of the Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under the Contract. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

(d) Assignment. Neither party shall assign or transfer this Contract or any interest or duty of performance herein without the prior written consent of the other party; provided, however, that Poly-Fibers may assign, without Seller's consent, this Contract and its interest herein to any affiliate or to any entity succeeding to Poly-Fibers' business. Subject to the foregoing, these terms and conditions shall be binding on and inure to the benefit of the parties and their successors and assigns.

(e) Independent Contractor. Seller is and shall remain an independent contractor and neither Seller nor any of its employees or agents shall be considered an employee of Poly-Fibers. Neither Seller nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on Poly-Fibers' behalf.

(f) Mechanic's liens. Seller hereby waives its rights to any mechanic's liens or other such liens under any applicable statutes or otherwise for work done on materials furnished in connection with the Products. As a condition to payment, Seller will, upon Poly-Fibers' request, furnish Poly-Fibers evidence that all subcontractors or materialmen used by Seller in connection with completion of the Products have been paid in full and have released all mechanics' liens or other such liens held by such subcontractors or materialmen against the Products. Upon Poly-Fibers' request, Seller will, at its expense, promptly discharge any mechanic's liens or other such liens held by Seller or its subcontractors or materialmen against the Products or obtain a bond to satisfy such liens. In any event, Seller will indemnify Poly-Fibers against and hold Poly-Fibers harmless from any and all costs, expenses, liabilities, and damages, including attorney's fees that Poly-Fibers may incur in connection with or as the result of the existence or discharge of any such liens.

(g) Non-Solicitation. It is an essential and material term and condition of this Contract and Seller expressly represents, warrants, acknowledges and agrees that during the term of this Contract and for a period of twelve (12) months after the last shipment of the Products, Seller will not, without Poly-Fibers' consent, solicit, extend an offer of employment to, employ, retain, hire, engage (or attempt any of the foregoing) or otherwise secure the services of a person who at the time of Seller's conduct or within the preceding ninety (90) days was employed by Poly-Fibers (or any of our affiliates doing business with Seller) in an executive position, or otherwise employed within the purchasing department.

(h) Survival. The provisions of Sections 3(c), 6(a), 8 and Section 10(g), (j) (k) & (n) and any other provision, the performance or effectiveness of which naturally survives, shall survive expiration or termination of this Contract for any reason.

(i) Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Contract or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy under the Contract shall preclude any other or further exercise thereof.

(j) Injunctive Relief. Seller agrees that, any breach or threatened breach of any provision of Sections 6(a) – (c) and Section 10(g) of the Terms & Conditions would result in material damage and immediate and irreparable harm to Poly-Fibers. Accordingly, Seller agrees that, in the event of any breach or threatened breach of any of the foregoing sections of the Terms & Conditions, Poly-Fibers will not have an adequate remedy in money or damages; therefore Seller agrees that, in such event, Poly-Fibers shall be entitled to obtain injunctive relief, without bond, and without the necessity of proof of actual damages, against any such threatened or actual breach in any court of competent jurisdiction. Such right to injunctive relief shall be in addition to and shall in no way limit Poly-Fibers' right to obtain other remedies available under applicable law.

(k) Enforcement Costs. If any action is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appellate, and bankruptcy proceedings), incurred in that action, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

(l) Amendment. The provisions of the Contract may not be amended, modified, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, waiver or modification is sought and making specific reference to the Contract. Poly-Fibers reserves the right to correct clerical or similar errors relating to any terms of the Contract - - which correction shall be deemed not to be an amendment, modification, waiver or change requiring the written consent of Seller.

(m) Entire Agreement. The Purchase Order, Terms & Conditions and any written supplements issued by Poly-Fibers under Section 1(c) represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made between such parties.

(n) Publicity. Seller shall not refer to Poly-Fibers in any advertising or published communication (including any website postings) without the prior written approval of Poly-Fibers Office of the General Counsel.