

VISKASE COMPANIES, INC. STANDARD TERMS AND CONDITIONS FOR SUPPLIERS

These Standard Terms and Conditions for Suppliers govern purchases made by Viskase Companies, Inc. from its Suppliers. These Standard Terms and Conditions are effective on the date of the Purchase Order provided to Supplier. Any and all goods or services provided to Viskase by Supplier shall be governed by these Standard Terms and Conditions for Suppliers, unless Viskase and the Supplier have mutually entered into a definitive contract for the goods or services covered by a Purchase Order, in which event the terms and conditions of such definitive contract shall prevail over any conflicting provisions in these Standard Terms and Conditions for Suppliers found on this website. On occasion, Viskase may provide alternate or supplemental Terms and Conditions to a Supplier with its Purchase Order. In those cases, any additional terms or terms that conflict with these Standard Terms and Conditions for Suppliers that are provided in the alternate or supplemental Terms and Conditions shall control. Supplier's acceptance of a Purchase Order or commencement of work under a Purchase Order governed by these Standard Terms and Conditions for Suppliers constitutes Supplier's acceptance of these terms and conditions.

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The goods ("**Goods**") or services ("**Services**") described in any Purchase Order ("**PO**") as ordered by Viskase Companies, Inc. ("**Buyer**") and confirmed and accepted by the Supplier to which the PO is directed ("**Supplier**"), are subject to the following terms and conditions which are incorporated into the PO. Supplier agrees to be bound by and to comply with all these terms and conditions.

1. QUALITY. Supplier warrants that the Goods will conform to Buyer's given description and specifications, be free from all defects in material, workmanship, and all defects due to design (other than Buyer's design). Buyer shall have the right to inspect and test any Goods or Services before acceptance within reasonable time or as provided in the specifications. Supplier shall pay the cost of inspection and testing of Goods rejected, including all transportation charges. Upon request of Buyer, Supplier, at its sole expense, shall repair or replace the Goods and any part of any machinery or equipment covered by this PO which are found to be defective in material, workmanship, or design, within one (1) year from the date it is placed in operation but no later than eighteen (18) months from date of shipment, shipped Free On Board ("**FOB**") at Supplier's plant.

As to any Services supplied by Supplier, Supplier warrants that all such Services furnished have been or will be performed in a professional and workmanlike manner by personnel who are adequately trained, supervised, and experienced, according to best industry standards and practices.

2. QUANTITY. Goods shipped in excess of the quantity designated in this PO may be returned at Supplier's expense.

3. TRANSPORTATION CHARGES. Unless mutually agreed on in writing, (a) where transportation charges are separately charged to Buyer, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer, such allowance shall not be less than the actual freight charges paid by Buyer or, where Buyer performs the transportation, such allowance shall be in an amount equal to the freight charges which would have been assessed for a like movement via common carrier.

4. DELIVERY. The Goods shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's PO number, stock number, contents, and weight, and

shall contain an itemized packing slip. There is no charge for packing, crating, freight express or cartage unless specified on the face hereof and with prior notice to Buyer. Time is of the essence. If any Goods are not delivered within the time specified in this PO, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such Goods and terminate its order, or (ii) cause Supplier to ship the Goods by the most expeditious means of transportation where any additional transportation charges in excess of those which would apply for the usual means of transportation shall be incurred by and paid for by Supplier.

Delivery of materials which are a main component of Buyer products, chemicals, and packaging materials shall be accompanied by a Certificate of Analysis, an Outgoing Quality Inspection, and a Safety Data Sheet or a Technical Data Sheet, as applicable.

5. INVOICES. Unless otherwise requested by Buyer, invoices shall (a) be issued separately for each delivery; (b) cover not more than one PO; and (c) include the corresponding PO number.

6. PATENTS. Supplier shall protect and indemnify Buyer from and against any claims, damages, judgments, expenses, and losses arising from infringement or alleged infringement of any patent by any of the Goods delivered hereunder. Supplier shall likewise defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Supplier is promptly notified in writing of the commencement of such suit or proceeding and is given the authority, information, and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Supplier. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the Goods delivered hereunder, Supplier, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such Goods without any obligation or liability, (ii) replace said Goods with noninfringing Goods or modify same to become noninfringing, all at Supplier's expense and to Buyer's satisfaction, or (iii) remove said Goods at Supplier's expense and refund to Buyer the amount paid to Supplier. The provisions of this paragraph, however, shall not apply to the use of any of the Goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

7. INSTALLATION AND WORK. In the event that any of the Goods requires, in connection with its installation or work done on it, the services of a supervisor, expert, or other person connected with or employed by Supplier, and Supplier agrees to furnish the same, either with or without charge, such supervisor, expert, or other person in performing such Services shall not be deemed to be the agent or employee of Buyer, and Supplier assumes full responsibility for his acts and omissions, and exclusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

8. INSURANCE. Before the Supplier begins any work under Par. 1 Quality above or under any other terms of this PO, on property owned or controlled by Buyer or by any other party on whose property the Goods are installed, Supplier shall, at its expense, obtain and maintain Workmen's Compensation to the extent required by law and Contractor's Bodily Injury Liability and Property, Damage Liability insurance (including Contractual Liability covering the indemnity set forth in the next paragraph)

in such amounts as are approved by Buyer. Before starting any such work, Supplier shall furnish to Buyer written certificates establishing that the above insurance has been obtained and is being maintained, which certificates shall provide that written notice of cancellation shall be given to Buyer at least fifteen (15) days before the effective date of such cancellation.

9. INDEMNITY AND PHYSICAL DAMAGE RESPONSIBILITY. Supplier shall indemnify and save harmless Buyer, or any of its employees or agents including any party on whose property the Goods are installed, from all claims, liabilities, losses, damages and expenses, of any character whatsoever, for bodily injury, sickness, and/or disease, including death sustained by any employee of Supplier, or of its subcontractors, while in, on, or about the property of Buyer or the site of installation of Goods, provided that such injury, sickness, disease and/or death was in any way connected with any work under Par. 1 Quality above or other terms of this PO or with the performance of or failure to perform said work. Supplier shall be liable for the loss or destruction of, or damage to, all tools, equipment, and other personal property of Supplier, any subcontractor of Supplier, or any of their employees or agents.

10. FORCE MAJEURE. Neither party shall be liable for default or delay in performing its obligations, if caused by a fortuitous event, including but not limited to fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of a plant because of the inability of the party to obtain sufficient raw materials or power, and/or any other occurrence beyond the reasonable control of the party. The party whose performance is prevented by any of the foregoing shall notify the other party within a reasonable time after its occurrence in writing, setting forth the full particulars in connection therewith. It shall likewise remedy such occurrence as quickly as possible, and promptly give written notice to the other party of the end of such occurrence. The Buyer shall not pay for any expenses incurred by Supplier by reason of such default or delay.

11. DRAWINGS AND OTHER ITEMS. Unless otherwise expressly provided in this PO, all drawings, blueprints, dies, patterns, tools, printing plates, and other items used by Supplier in manufacturing the Goods and made under the terms of this PO shall be the property of Buyer, to be delivered upon completion of deliveries of the Goods hereunder, or upon termination of this PO.

12. FAIR LABOR STANDARDS ACT. Supplier hereby agrees that the Goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

13. SUPPLIER CODE OF CONDUCT. Buyer complies with "Responsible Sourcing" initiatives that require responsible and ethical business practices in the global supply chain. As part of this initiative, both Buyer and our suppliers need to comply with responsible and ethical business practices for the whole supply chain to work in harmony with these important values and practices. Buyer plans to embrace Responsible Sourcing efforts worldwide and we are requesting our suppliers to do the same.

14. COMPLIANCE WITH LAWS. Supplier shall comply with all laws, ordinances, and government rules, regulations, and orders applicable to this PO, including but not limited to applicable Federal Acquisition Regulation Clauses relating to SELLER'S CERTIFICATION OF NONSEGREGATED FACILITIES FAR 52.222-21, EQUAL OPPORTUNITY FAR

52.222-26, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS FAR 52.222-35, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52.222-36, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS FAR 52.219-8,9 and UTILIZATION OF LABOR SURPLUS AREA CONCERNS FAR 52.220-3,4 which to the extent applicable are hereby incorporated into this PO.

15. EQUAL EMPLOYMENT OPPORTUNITY. The Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Supplier shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

16. CONFIDENTIALITY. Each party shall at all times keep confidential, treat as privileged, and not directly or indirectly make or allow any disclosure or use to be made of any confidential information disclosed by the other party during the course of this Agreement, including any aspect of that party's businesses, customers, or intellectual property rights or drawings, specifications, and other technical materials ("**Confidential Information**") without the other party's advance written consent.

17. ASSIGNMENT. Any assignment of this PO without the prior written consent of Buyer shall be void.

18. AMENDMENT. This Agreement shall only be amended by a written agreement signed by the representative of the parties.

19. NON-WAIVER. No waiver by either party of any breach of any of the terms of this PO shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this PO.

20. REMEDIES. The rights and remedies of Buyer set forth in this PO are not exclusive and shall be in addition to all other rights and remedies provided for by law.

21. GOVERNING LAW. The validity, interpretation, and performance of this PO shall be governed by the law of the State in which this PO is issued by Buyer.

21. MISCELLANEOUS. If this PO constitutes an offer, Supplier's acceptance of the PO is limited to the terms of this PO and shipment of any part of the Goods covered hereunder shall be deemed to constitute such acceptance. If this PO constitutes an acceptance of an offer, such acceptance is expressly made conditional on Supplier's assent to the terms of this PO, and shipment of any part of the Goods covered hereunder shall be deemed to constitute such assent. This PO constitutes the entire agreement between the parties pertaining to the subject matter hereof, and shall not recognize any oral understandings, representations, or warranties affecting the same. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to interpret, construe, qualify, explain, or supplement any of the terms of this PO. This PO shall not be amended except in writing signed by the parties.