

1. This order is the offer of Lenzing Fibers Inc. to purchase the goods, materials and/or services described on the reverse hereof from Seller. Lenzing Fibers Inc. placement of this order with Seller is expressly conditioned upon Seller's acceptance of all the terms of purchase contained on or attached to this order.
2. Any additional or different terms of conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by Lenzing Fibers Inc. Purchasing Department, and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite Lenzing Fibers Inc.'s acceptance goods, materials or services, unless such acceptance specifically recognizes and assents to their inclusion.
3. Lenzing Fibers Inc. will not be liable for payment for any goods or material delivered or services performed except such goods and services as shall have been specified by it in a written purchase order issued by its Purchasing Manager or his/her duly authorized representative.
4. All correspondence or other communication relating to this order shall be directed to Lenzing Fibers Inc. Purchasing Department.
5. In accepting this order, Seller agrees that drawings, prints, samples, molds, patterns and specifications provided by Lenzing Fibers Inc. or furnished by Seller for which Lenzing Fibers Inc. has given any consideration shall become or remain Lenzing Fibers Inc.'s property. Any part or all these items will be delivered to Lenzing Fibers Inc. upon request and Seller agrees not to disclose these items or any part of them to a third party.
6. Seller, by accepting this order, warrants that Lenzing Fibers Inc. shall have good and clear title, free from liens, or other encumbrances, to the goods and materials supplied, that they are at least equal to the best of their kind, are merchantable and are fit for the purpose or purposes for which they are purchased. These warranties shall be in effect for a reasonable time and, in any event, for not less than twelve months after commencement of use by Lenzing Fibers Inc. of said goods and/or materials.
7. If said goods and/or materials do not conform to the sample, specifications and/or drawings, or if the quality of goods, materials and/or workmanship is not to Lenzing Fibers Inc.'s reasonable satisfaction, or if there is a breach of any of said warranties, Lenzing Fibers Inc. shall be entitled, without prejudice to any of its other legal rights, which rights are expressly reserved, to return the goods and/or materials to seller at Seller's risk and expense and to either cancel this order and be refunded its purchase price and installation expense or to require Seller to replace such goods and/or materials with other satisfactory to Lenzing Fibers Inc.
8. Time is of the essence and Lenzing Fibers Inc. reserves the right to cancel this order without further obligation if it has not been
 - accepted within ten days from the date hereof,
 - or performed by the specified delivery date,

- or performed within a reasonable time if no delivery date has been specified.
- 9. By accepting this order, Seller further warrants that the sale and use of the goods and materials ordered will not infringe upon any patent or other rights of third parties, and agrees to defend at its cost and to indemnify and hold harmless Lenzing Fibers Inc. from and against all claims, actions, expenses, damages losses or costs to or against Lenzing Fibers Inc. arising out of or in connection with any actual or alleged breach of said warranty. Should Lenzing Fibers Inc. receive any notification that the subject of this order allegedly infringes upon any patent or other rights of third parties, Lenzing Fibers Inc., in addition to all other rights, reserves the right to cancel this order.
- 10. All packing shall be regarded as free and non-returnable unless otherwise specifically agreed to by Lenzing Fibers Inc. in writing.
- 11. Notwithstanding anything to the contrary, Lenzing Fibers Inc. shall not be responsible for failure to take delivery if prevented by the happening of any event beyond its control or which could not reasonably have been foreseen at the date of this order, whether such failure be total or partial, permanent or temporary.
- 12. Should Seller become bankrupt or go into liquidation or make any arrangement with its creditors, this order may be cancelled by notice in writing.
- 13. Any special conditions or requirements of any contractor carrying out work for Lenzing Fibers Inc. which involves services, goods or materials furnished by Seller shall apply to this order where such work is carried out on Lenzing Fibers Inc.'s property, and Seller shall in all such cases apply to the Purchasing Department for information with respect to such special conditions and shall comply therewith. All work done on Lenzing Fibers Inc. plant site or property will be in accordance with its General Conditions of Contract, a copy of which will be furnished on request. Work by Contractors will be performed between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday only, except by special permission from the Engineer in charge of the project. Contractors' employees must wear identifying badges at all times while on the plant site.
- 14. The foregoing conditions are in addition to, and without prejudice to, Lenzing Fibers Inc. rights at law as Buyer.
- 15. Seller agrees to abide by, and comply with paragraph (1) through (7) inclusive, of Section 202 of Presidential Executive Order 11246 as last amended.
- 16. The law of Alabama shall govern the rights and duties of Seller and Lenzing Fibers Inc.
- 17. None of the terms and conditions hereof may be varied or waived by Lenzing Fibers Inc.'s other than by separate written instrument executed and delivered by the Purchasing Manager of Lenzing Fibers Inc. or its duly authorized representative.