

AXIALL CORPORATION & ROYAL GROUP INC PURCHASING TERMS AND CONDITIONS

- 1. PARTIES:** The entity selling goods and services ("Goods") evidenced hereby is referred to herein as Seller; the Buyer of any of Seller's Goods is referred to herein as Buyer.
- 2. PRICE:** If price is not stated in this purchase order, the price will be Seller's lowest prevailing market price. Unless otherwise indicated on a written quotation accepted by the Buyer, prices are based on delivery D.D.P. at the plant of Buyer and include expenses attributable to storage, packaging, loading and shipping the Goods purchased hereunder.
- 3. TAXES:** Any taxes which Seller may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, storage, use or consumption of the Goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, or the value of Goods manufactured by the Seller, shall be disclosed separately on Seller's invoice to Buyer. Seller is responsible for and will remit all sales, use, and similar taxes.
- 4. TERMINATION:** Buyer reserves the right to cancel all or any part of this order which has not actually been shipped by Seller, in the event Buyer's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Buyer to control.
- 5. IMPORTS:** If any of the Goods are imported into any other country, Seller will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees. This contract shall be subject to INCOTERMS 2000 if the goods are being imported.
- 6. DELIVERY:** The obligation of Seller to meet the delivery dates, specifications and quantities, as set forth herein, is of the essence of this order, and Buyer may cancel this order and Seller shall be responsible for any loss to or claim against Buyer arising out of Seller's failure to meet the same.
- 7. WARRANTIES:** Seller expressly covenants that all goods and services supplied will conform to Buyer's order, will be merchantable, fit and sufficient for the particular purpose intended and free from defects, liens and patent infringements and that they comply with all applicable laws, rules, and regulations. Seller agrees to protect and hold harmless Buyer from any loss or claim arising out of the failure of Seller to comply with the above, and Buyer may inspect and reject nonconforming goods and may, at Buyer's option either return such rejected goods at Seller's expense, or hold them pending Seller's reasonable instructions. Goods shall conform to the applicable standards of UL, CSA, and ASTM or any other standards entity required or specified by Buyer. Buyer may return non-conforming Goods to Seller at Seller's cost. Payment will not constitute an acceptance of the Goods nor impair Buyer's right to inspect the Goods or invoke any of its remedies.
- 8. INFRINGEMENT INDEMNITY:** Seller warrants that it has the right to use any patent, trademark, industrial design, copyright and all other rights to any Goods provided to Buyer and that the Goods do not infringe any patent, trademark, copyright or other intellectual property right of a third party. Seller agrees to hold Buyer harmless from and indemnify Buyer against any loss by way of infringement.
- 9. REMEDIES:** The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach of such provisions. To the extent permitted by the law governing this order in no event will Buyer (including Buyer's parent, subsidiaries or other related legal entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.
- 10. WAIVER:** Any waiver of any term, condition or right hereunder shall not waive any subsequent breach with respect to such term, condition or right.
- 11. ASSIGNMENT:** Seller will not assign its rights nor subcontract its duties without Buyer's prior written consent. Any unauthorized assignment is void. Any unauthorized subcontracting of

Seller's duties and obligations that are owed to Buyer, including Seller subcontracting out the manufacturing or processing of the Goods that Seller is supposed to supply Buyer, shall give Buyer the right to immediately terminate this Order and any purchase agreement or supply agreement that exists between Buyer and Seller.

12. EXCHANGE OF INFORMATION: All exchanges of information between the parties pursuant to this purchase order will be considered non-confidential, unless the parties have entered into a separate written confidentiality agreement. For any business personal information relating to Seller's employees or other legal entities that Seller provides to Buyer, Seller will obtain the informed agreement of such employees and other legal entities to release the information to Buyer and allow Buyer to use such information in connection with this order.

13. GOVERNMENT REGULATIONS:

(1) Seller's and Buyer's obligations hereunder shall be subject to all applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force, including but not limited to (a) the Fair Labor Standards Act of 1938, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Age Discrimination in Employment Act of 1967; (d) Section 503 of the Rehabilitation Act of 1973; (e) Executive Order 11246; (f) the Vietnam Era Veterans Readjustment Assistance Act of 1974; (g) and the rules, regulations and orders pertaining to the above; (h) 41 C.F.R. 60-250.5(a), Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era (November 1998); 41 C.F.R. 60-741.5(a), (i) Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities Act (May 1996); and (j) 29 C.F.R. Part 470, Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning

Payment of Union Dues or Fees (March 2004) Seller further agrees to execute such certifications of its compliance with the foregoing as Buyer may reasonably request from time to time in order to comply with any applicable governmental requirements.

(2) Where applicable, Seller agrees that (a) the Equal Opportunity Clause; (b) the Certification of Nonsegregated Facilities required by Paragraph (7) of Executive Order 11246; (c) the Utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting Program Clauses; (d) the Affirmative Action for Handicapped Worker's Clause, and (e) the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause are, by this reference, incorporated herein and made a part hereof.

(3) Where applicable, Seller agrees (a) to file annually a complete, timely and accurate report on Standard Form 100 (EEO-1) and (b) to develop and maintain for each of its establishments a written affirmative action compliance program which fulfills the requirements of 41 C.F.R. 60-1.40 and Revised Order No. 4 (41 C.F.R. 60-2.1 et seq.).

14. APPLICABLE LAW: All aspects of any sale of Goods by Seller to Buyer shall be governed by and construed in accordance with the laws of the Province of Ontario if the Buyer is located in Canada or the laws of the State of Georgia if the Buyer is located anywhere else. Buyer and Seller irrevocably attorns to the exclusive jurisdiction of the courts of such state or province without giving effect to any principles of conflicts of laws. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall otherwise remain in full force and effect. Seller shall comply with all applicable state or provincial, federal and local laws, rules and regulations. Any dispute, claim or controversy arising out of or related to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non- Administered Arbitration if Seller is a non-US entity, otherwise the CPR Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator if the amount in controversy is less than US\$1 million or by three arbitrators if the amount in controversy is US\$ 1 million or more, of whom each party shall appoint one arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All proceedings shall be conducted in the English language. The place of the arbitration shall be Atlanta, Georgia. Judgment upon the award rendered by the arbitrators shall be in United States Dollars.

15. ACCEPTANCE: Any different or additional terms or conditions in Seller's acknowledgment of this order are rejected and not binding. Unless a prior, signed agreement between the parties exists, this purchase order constitutes the entire agreement between the parties. There are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. This agreement may not be modified, amended, or supplemented except by a written document signed by the duly authorized officer or representative of the party against whom the amendment, modification, or supplemental term is

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asserted. Commencement of performance hereunder or shipment of items ordered hereby shall be deemed an unqualified acceptance of the provisions of this original order.

16. GENERAL: Any reproduction of this Agreement by reliable means will be considered an original of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. The following statement is translated in English to "At the express request of the parties, this Agreement has been prepared in the English language" and is applicable only if either or both of Buyer or Seller is located in Canada. "A la demande des parties aux présentes, cette convention a été préparée dans la langue anglaise".

17. RESPONSIBLECARE: If a United States' entity, Seller covenants that it has implemented the American Chemistry Council's Responsible Care® Management System.

18. ALERT LINE: Axiall Corporation maintains a toll free number where legal and ethical concerns may be reported confidentially. That number is 1-877-692-5929.

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