



**Terms and Conditions
regarding Buyer Resale of PolyOne Products**

The following provisions, in addition to PolyOne's Terms and Conditions available at www.polyone.com/terms ("PolyOne Terms & Conditions"), shall apply to the respective purchase. No other terms and conditions whatsoever shall have any effect unless subsequently agreed to in a document signed by both parties.

1. At no time shall Buyer serve as an agent of PolyOne, and Buyer has no authorization to enter into any contract or commitment in the name of or on the behalf of PolyOne nor to incur any expense to or on behalf of PolyOne's account. The relationship of the parties comprises that of seller and purchaser, and no more, with the Buyer purchasing from PolyOne and reselling for its own account and risk.
2. Buyer assumes all risk and liability for the resale of the Product, including the Product's selection, use and performance, and Buyer will indemnify and hold harmless PolyOne from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney fees) that PolyOne may incur to the extent caused by Buyer's actions.
3. Buyer shall not make any representation or warranty whatsoever related to the Product except as expressly set forth and limited within the PolyOne Terms & Conditions. Notwithstanding different or additional terms or conditions contained in Buyer's purchase orders, invoices, or other communications to PolyOne or any customer, any addition to or alteration of the PolyOne Terms & Conditions shall be effective only if expressly made in a writing signed by an officer of PolyOne.
4. POLYONE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCT WHOSE CONTAINER OR OTHER PACKAGING HAS BEEN OPENED OR OTHERWISE COMPROMISED IN ANY WAY AND/OR FOR ANY PURPOSE PRIOR TO ITS USE BY THE END CUSTOMER; INCLUDING, BUT NOT LIMITED TO, REPACKAGING OR BLENDING OF THE PRODUCT BY BUYER.
5. Buyer will not alter, add or modify any labeling applied to Product which would alter or affect PolyOne's obligations or liability for health, safety, or environmental warnings, regulatory-required warnings, express or implied warranties, or product liability.
6. Buyer shall only use PolyOne's trademarks, trade names, logos, service marks, trade dress or brand names ("Trademarks") in connection with the solicitation and sales of Products and in such manner as is specified in advance in writing by PolyOne. Buyer acknowledges PolyOne's ownership of and title to the Trademarks and shall not at any time take or fail to take any action that would damage PolyOne's rights in the Trademarks. Buyer will not use any trademark or trade names or trade dress which resemble PolyOne's Trademarks or which would be likely to confuse or mislead any member of the public. Buyer will not remove or alter any Trademarks, numbers or other means of identification on Products or the Product packaging.
7. Buyer shall not place material obtained from a manufacturer other than PolyOne into containers labeled for PolyOne-sourced Product, nor shall Buyer sell or represent as Product any materials made by a manufacturer other than PolyOne.
8. Buyer shall comply with all applicable laws, regulations and administrative requirements, including those respecting unfair trade practices, anti-bribery, anti-corruption, anti-competitive or restrictive practices, health, safety, environmental, export controls, and trade sanctions. Buyer shall be responsible for obtaining any required government authorizations including, without limitation, export licenses or other exemption authorizations applicable to any of its own export or re-export activities or the processing of funds received thereby.