THIS PAGE INCLUDES STANCHEM RESINS CORPORATION'S ORDER CONFIRMATION THAT APPLIES TO PO NO. 4504488818 RECENTLY RECEIVED FROM ARMSTRONG WORLD INDUSTRIES INC.

1. TAXES

Except where the law otherwise provides, Buyer will pay Seller, in addition to the purchase price, the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by Seller's net income) that Seller may be required to pay with respect to

a. the production or transportation of any Product delivered hereunder to the extent that such tax, excise or charge is first imposed or increased after the Effective Date.

b. the sale of any Product delivered hereunder. Buyer's obligation to pay such amounts will survive termination or expiration of this Agreement.

2. SHIPMENTS/QUANTITIES

a. Buyer will submit to Seller, in a manner approved by Seller, a written delivery order conforming to Seller's customary lead time or to the lead time specified in the Commercial Terms and Conditions (Attachment A). Such delivery orders will identify the Product being ordered for shipment, the quantity of Product, the shipping instructions, and the date on which delivery is requested

b. Buyer will submit delivery orders for, and shipments will be made in, approximately equal monthly quantities, or if the total quantity of any Product required to be purchased hereunder is insufficient to permit monthly shipments, then in quantities approximately evenly spaced throughout each Contract Year during the term of this Agreement. If Buyer fails to so order any such quantity provided for hereunder, Seller will not be obligated to subsequently deliver such unordered quantity. If Buyer fails to submit delivery orders or to accept delivery pursuant to the terms hereof for 90 consecutive days, except for reasons excusing performance under Section 5 hereof, then Seller may terminate this Agreement by giving notice to the Buyer at any time thereafter and prior to the date the Buyer submits a delivery order in conformity with the terms hereof.

c. In no event will Seller be obligated to sell to Buyer a quantity of any Product greater than that set forth as the Maximum Annual Quantity as defined in Attachment A section 3. Seller will not be obligated to supply more than 15% of the total Estimated Annual Quantity (as defined in Attachment A Section 3) in any given month. However, if Buyer wishes to purchase a greater quantity of Products, Seller will make a commercially reasonable effort to supply such greater quantity.

d. Buyer will, at the end of each calendar quarter during the term of this Agreement, provide to Seller a written forecast estimating Buyer's anticipated monthly requirements during the following 18-month period for each Product purchased under this Agreement.

e. Any demurrage or detention charges legally payable to any transportation carrier due to the action or inaction of the Buyer will be payable by and for the account of the Buyer.

Packaged shipments, if any, will be made in Seller's standard containers, except as otherwise specified in the Commercial Terms and Conditions (Attachment A).

f. Buyer agrees to return all returnable containers within 90 days of delivery, and to pay a detention charge of US$175 per container for returnable containers returned between 91 and 120 days after delivery, and a US$250 per container detention charge for returnable containers returned more than 120 days after delivery. If returnable containers are not returned within 270 days, Buyer agrees to reimburse Seller for the full replacement cost of the container.

g. If Seller's railcars are furnished for shipments, it will be done so allowing7 days free time. Each day thereafter, a Buyer agrees to pay US$100 per day demurrage charges for each railcar. Railcars are considered returned when they are in the possession of the returning railway provider. Buyer will be liable for payment of

3dr party actual demurrage or detention charges incurred by Seller as a result of Buyer's delay in returning Seller's cars to the delivering carrier.

h. Transfer of Title and Risk of Loss will be defined by Incoterms as listed in Attachment A Section 5

3. PAYMENT

Invoices not paid when due will bear interest at a rate equal to one and one-half percent per month, or the maximum rate permitted by law, whichever is less, plus applicable penalties. In addition to all other rights and remedies hereunder or at law or in equity, Seller reserves the right to terminate this Agreement, suspend further deliveries and accelerate all amounts due hereunder upon failure of Buyer to make any payment pursuant to this Agreement. If, in the judgment of Seller, the Buyer's financial responsibility becomes impaired or Buyer has exceeded its credit limits with Seller, Seller may refuse to deliver Product(s) except for cash on delivery and Seller may demand immediate payment in full for all Product(s) previously delivered.

4. CLAIMS AND LIABILITY

a. Buyer's receipt at Buyer's delivery location of any Product delivered will be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to such Product unless Seller receives notice of such claim within 90 days after Buyer's receipt. In the event of delayed delivery or non-delivery, all claims will be deemed waived unless Seller receives notice of such claim within 10 days after the date set for delivery in the delivery order submitted to Seller pursuant to Section 2 hereof. Buyer assumes all risks and liabilities resulting from Buyer's use of Product(s) in the manufacturing processes of Buyer or the combination of Product(s) with other substances. Claims for shortages of less than 1% of the gross weight of bulk or packaged shipments will not be allowed. Seller's weights taken at the shipping point will govern.

b. Seller's sole liability and Buyer's sole remedy for any claim arising with respect to non-conforming Product delivered under this Agreement will be

i. at Seller's option, replacement of such non-conforming Product or refund of the purchase price.

ii. reimbursement of reasonable out-of-pocket costs incurred by Buyer for removal, storage, transportation and disposal of such non-conforming Product (unless such non-conforming Product is returned to Seller at Seller's request and expense.

iii. reimbursement of reasonable out-of-pocket costs incurred by Buyer to rework non-conforming Product.

c. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY FOR CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR PRODUCTS WITH RESPECT TO WHICH SUCH CLAIMS ARE MADE, WHETHER SUCH LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

d. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING PENALTIES, TAXES OR FILING FEES) OR LOST PROFITS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

5. FORCE MAJEURE

A party's failure to perform (except for the obligation to make any payment when due) will not be considered a breach of this Agreement to the extent such nonperformance results from, or is made impracticable by, any cause beyond its reasonable control, including, without limitation, acts of God, war, fires, explosions, natural

disasters, strikes or lockouts, sabotage, critical equipment failure, governmental laws and regulations or the inability to obtain raw materials, equipment or utilities (a "Force Majeure Event"). The party whose performance is prevented or impeded by a Force Majeure Event will

a. give prompt notice to the other party stating the details and the full particulars in connection with, and the expected duration of, the event.
b. take commercially reasonable steps to resume performance promptly. If the Force Majeure Event continues for more than 90 days, the party whose performance is not prevented or impeded will have the option to terminate this Agreement upon notice to the other party. To the extent a party's performance is prevented or impeded by a Force Majeure Event, such party will have the right to omit any portion of the quantity of Product deliverable under this Agreement. If, due to any such Force Majeure Event, Seller is unable to supply the total quantity for Product(s) deliverable hereunder, Seller will allocate its available supply among its internal and external customers in a fair and equitable manner.

6. SAFETY, HEALTH AND PRODUCT STEWARDSHIP

a. Buyer acknowledges that it has received documents, including Seller's Material Safety Data Sheets and product information bulletins, containing Seller's safety and health information concerning Product(s) deliverable hereunder, that it has read, and it understands such information, and that it agrees
i. to comply with all applicable recommendations and warnings and use the Product(s) only in a manner consistent with all information included in such documents
ii. to incorporate such information into its personnel safety programs. Buyer will inform its employees, contractors, agents, carriers and customers who may become exposed to such Product(s) after delivery to Buyer, of any hazards associated with such Product(s), and of the proper storage, handling and use procedures for such Product(s) disclosed in such documents or in additional documents provided to Buyer during the term of this Agreement. Buyer will indemnify Seller from and against any claims, damages, liabilities and expenses (including attorney's fees) arising from Buyer's breach of the foregoing obligations.
b. Various principles outlined by the International Council of Chemical Associations are the basis for product stewardship practices that have been developed for the global chemicals industry. Seller expects its customers to support and comply with these principles and practices as well. Buyer will also
i. comply with all applicable statutory and regulatory requirements associated with the storage, transportation and use of the Products and proper disposal of Product waste.
ii. inform Seller promptly of any complaints or reports relating to environmental, health, safety or security matters related to any of the Products or to the storage or use of any of them and any health, safety, environmental or security incidents or other such matters relating to any of the Products that require notification or reporting to any governmental agency.

7. WARRANTIES

Seller warrants that Product(s) delivered hereunder will meet the written specifications set out in Attachment C. and (b) that all Products and their sale or use by themselves will not infringe any United States or foreign patents, trademarks, trade secrets or proprietary rights of any third party, and will not incorporate or use any trade secret misappropriated from a third party or otherwise used with the prior written consent of such third party. **SELLER NEITHER MAKES NOR INTENDS, NOR DOES IT AUTHORIZE ANY BUYER, AGENT OR REPRESENTATIVE TO MAKE, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND, TO THE EXTENT PERMITTED BY LAW, IT EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. CONTAINERS AND PACKAGING; DISPOSAL

a. Buyer agrees that in the event Product is shipped in returnable containers (including IBCs), such containers will remain the sole property of Seller. Returnable containers are not to be used for any purpose other than to supply Seller's products to Buyer. All returnable containers must be empty before being returned to Seller. In addition, Buyer agrees to reimburse Seller for any lost or missing returnable containers, cleaning cost beyond that which is usual and customary, damage to containers and missing parts, to the extent such losses, damages or costs are caused by or attributable to Buyer or its employees or agents.
b. Buyer will be responsible for the lawful disposal of all disposable containers and packaging and any expired Products.

9. TERMINATION FOR CAUSE

A party will have the right to terminate this Agreement in the event any one of the following should occur:

a. a breach of this Agreement by the other party that goes uncorrected for a period of 30 days after notice of such breach, setting forth the details with reasonable particularity, or
b. the institution by or against the other party of voluntary or involuntary proceedings in bankruptcy or under any insolvency law or law for the relief of debtors. or
c. the passage by the other party of a resolution for winding up its business (other than for the purpose of amalgamation or restructuring).

10. NOTICE

a. All notices and other communications required or permitted to be given under this Agreement will be either in writing and delivered by hand, by prepaid first-class registered or certified mail (or the equivalent in the country of mailing) or delivery by recognized overnight/express air courier service, or transmitted by electronic communication (with written confirmation of delivery), to the applicable party at the address designated in Section 6 of the Commercial Terms and Conditions (Attachment A) or to such other address as will be designated by such party in a written notice to the other party.
b. Notice given hereunder will be deemed given on delivery if given in person or by recognized overnight/express air courier service, four business days after being deposited in the mails, or on the date of transmission if sent by electronic communication (with written confirmation of delivery).

11. GOVERNING LAW; JURISDICTION

a. This Agreement will be governed by the laws of the State of Connecticut, without giving effect to its principles of conflict of laws.
b. The parties agree that any suit, action or proceeding brought by either party against the other party related to this Agreement will be brought solely in the Federal Courts of the State of Connecticut or, if such court lacks jurisdiction, in the State Courts of the State of Connecticut.
c. The United Nations Convention for the International Sale of Goods will not apply to this Agreement.

12. COMPLIANCE WITH LAW

Buyer will ensure that any goods, technology, software or services that Buyer purchases or receives from Seller under this Agreement will not be exported, re-exported, transferred or used by Buyer except in compliance with applicable laws, including applicable export control laws. Buyer will not use or sell, or

support the use or sale by others of, any such goods, technology, software or services for any military applications or uses

13. REACH

This Section 13 applies only if the Product(s) delivered under this Agreement are either manufactured in the European Community ("EC") or are to be imported into the EC. The parties acknowledge that such Product(s) may contain substances requiring compliance with EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). Seller represents that all REACH-relevant substances in the Product(s) have been pre-registered in accordance with REACH or are capable of being pre-registered in accordance with Article 28(6) of REACH. Buyer acknowledges that **(a)** even though Seller may have performed such pre-registrations, Seller has not determined which substances it will register under REACH and cannot assure that any substances it wishes to register are capable of being registered under REACH, and **(b)** if any substance in the Product(s) becomes subject to Authorization under REACH, Seller may, in its sole discretion, elect not to proceed with the Authorization process. If Seller's performance of this Agreement requires registration of substances in the Products under REACH and if Seller does not seek or obtain such registration(s) for any reason, or if EC regulatory authorities restrict or prohibit the use of these substances, the affected Product(s) will be automatically deleted from this Agreement and Seller will have no obligation or liability to Buyer with respect thereto.

14. MODIFICATION AND REJECTION OF TERMS.

Neither Buyer nor Seller may modify the Agreement, except in a writing signed by authorized representatives of both parties. Seller rejects any additional or different terms and conditions offered by Buyer at any time, whether in a quotation, bid, proposal, Purchase Order, invoice, or other similar document, and such additional or different terms and conditions shall be void and of no effect. No course of performance, course of dealing, or usage of trade shall modify this Agreement, and a Purchase Order may be accepted only on the exact terms and conditions set forth herein. If there is a direct conflict between these Terms and the Purchase Order, these terms shall govern.

15. MISCELLANEOUS

a. This Agreement may not be amended, supplemented or otherwise modified except by a written document signed by both parties. This Agreement will not be affected by the acknowledgment or acceptance of any form containing additional or different terms or conditions.

b. Neither party may assign its rights or obligations or delegate its duties hereunder, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that either party may assign its rights and obligations or delegate its duties (i) to a legal entity controlling, controlled by or under common control with that party or (ii) if such assignment or delegation is in connection with the transfer by either party of the business to which this Agreement relates, provided the purchaser of such business is not a competitor of the non-assigning party.

c. Failure by either party at any time to enforce performance of any provision of this Agreement will not constitute a waiver of such provision and will not affect or impair the enforceability of such provision or the right of either party at any time to avail itself of any remedies it may have for breach of such provision.

d. All rights accruing prior to the expiration or other termination of this Agreement will survive such expiration or termination.

e. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement will not be affected and there will be deemed substituted for the provision or provisions at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.