



ESCNJ Co-op – New Jersey  
State Approved Co-op  
#65MCECCPS  
#ESCNJ 17/18-16  
1660 Stelton Road  
Piscataway, NJ 08854  
732-777-9848  
Effective April 1, 2017 to  
March 31, 2017

## Wall & Ceiling Panel Price List

Effective April 1, 2017

**ORDERING & SHIPPING**

- 1. Maximum Order Threshold: \$500,000 Net
  - 2. Minimum Order: \$2500.00 (net order value).
  - 3. Delivered to: 515 Union Avenue, Union Beach, NJ 07735
  - 4. Point of Production: Dover, OH
  - 5. Discounts: Discount from List
- |                             | Volume Discount Off List | % mark-up spotted delivery |
|-----------------------------|--------------------------|----------------------------|
| Single Order Net 0- \$2,499 | 0 %                      | 40 %                       |
| \$2,500- \$9,999            | 5 %                      | 40 %                       |
| \$10,000- \$49,999          | 20 %                     | 40 %                       |
| \$50,000- \$190,999         | 37 %                     | 40 %                       |
| \$200,000- \$499,999        | 55 %                     | 40 %                       |

- 6. Quantity Discounts: See above
- 7. Payment Terms: Net 30 days.
- 8. Time of Delivery: 60 days ARO
- 9. F.O.B. Point:
- 10. Origin, freight prepaid to 515 Union Avenue, Union Beach, NJ 07735
- 11. Ordering Address:
  - Marlite APP Partner
  - Nickerson
  - 515 Union Avenue, Union Beach, NJ 07735
  - Phone:732.264.0770 x318
  - Fax:732.264.3332
  - Attn: Don Tigar
- 12. Payment Address: 515 Union Avenue, Union Beach, NJ 07735
- 13. Warranty: www.marlite.com
- 14. Terms and Conditions of sale: Products only available through Marlite APP Nickerson under the terms and conditions in Addendum I.
- 15. Terms and Conditions of Installation: Installation services are available from Marlite APP Partner - Nickerson. Contact Don Tigar for assistance. Installation is negotiated on a project by project basis.
- 15. Cancellation Terms: No cancellations of orders.

Ordering Information:  
All orders should be placed with:

Marlite APP Partner  
Nickerson  
515 Union Avenue, Union Beach, NJ 07735  
Phone:732.264.0770 x318  
Fax:732.264.3332  
Attn: Don Tigar  
dtigar@nickersoncorp.com | www.nickersoncorp.com

Order must include the following:

- Company name, address, telephone and fax number
- Requested ship date
- Complete product description
- Finish selection
- Correct Net Dealer pricing
- Any special instructions
- Contact person
- Authorized signature
- Purchase order number
- Order Date
- Sold to address & ship to:  
515 Union Avenue, Union Beach, NJ 07735



Ordering & Shipping	2
Surface Systems MAP	4-10
Finish Options	
Capabilities	
Price List	
Sieva Wall Panel System	11-12
Finish Options	
Capabilities	
Price List	
A <sup>3</sup> Ceramic Steel	13-15
Finish Options	
Capabilities	
Price List	
Induro <sup>FRP</sup>	16-18
Finish Options	
Capabilities	
Price List	
Terms & Conditions	Addendum I

# Surface Systems®

Is a contemporary modular wall panel system featuring 3/4" thick panels that are easily attached to a subwall using Marlite's clip application system. Surface Systems provide the most effective means of applying a wide range of natural materials and faux finishes to flat and radius walls.

## Features and Benefits

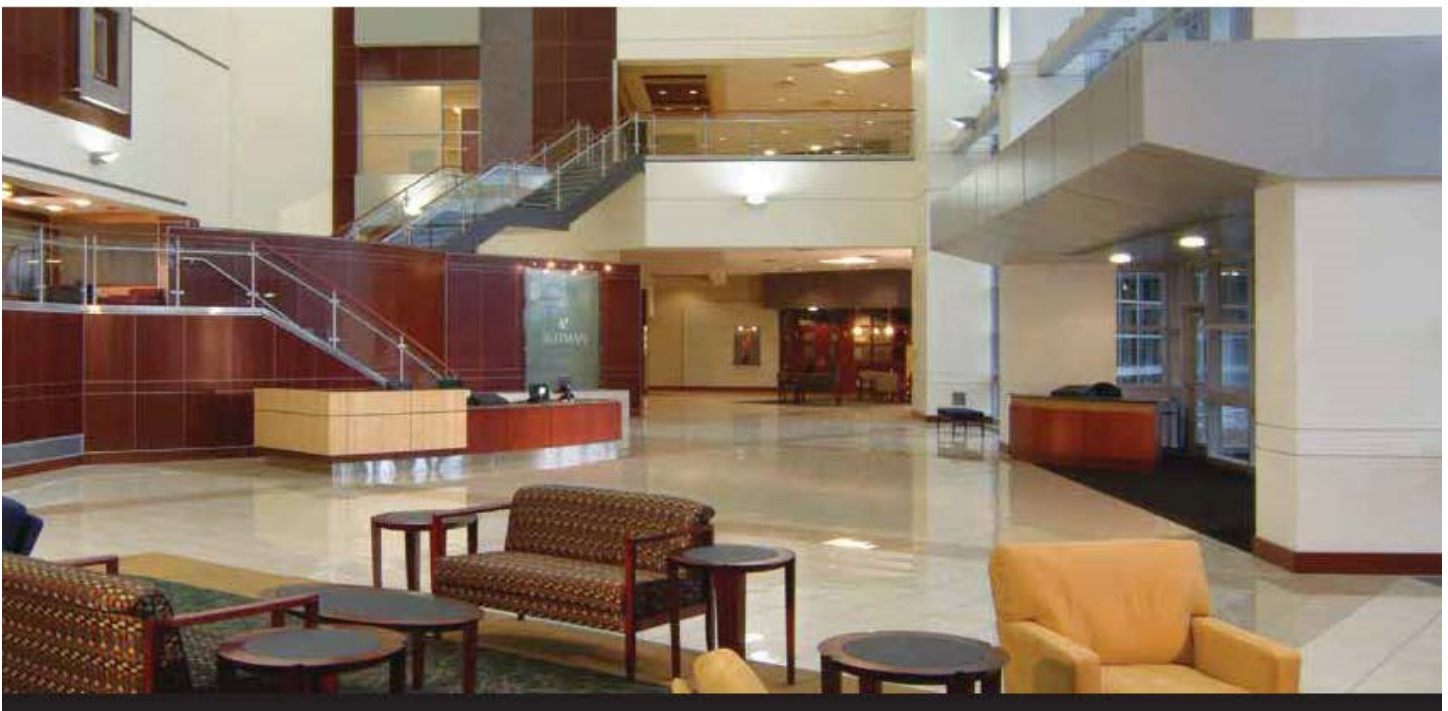
- Select from a wide range of natural materials and faux finishes used together or separately to provide tremendous design flexibility.
- 3/4" thick panels easily attach to a subwall using our clip system. The mechanically applied panel (MAP) system requires minimal adhesive.
- All projects are individually manufactured to specification, allowing control of panel layouts, sizes, materials and finishes.
- Engineered components handle most architectural details including radius walls.

Panel Sizes – Per specification. Minimum size 8" x 8"  
Maximum size 16 Sq. Ft.

Panel Thickness – 3/4" MAP System  
1/4" Adhesive System  
3/8" MAP Ultra Durable

Panel Construction – Finish/Face, Medium Density Fiberboard (MDF) core, backer (if necessary)

Class A Fire-Rating is available.



# Signature Wood Veneer

Marlite Wood Veneer is hand-selected, always harvested responsibly and is offered in four finish options.



8102 Anigre  
(Quartered Block Mottle)

8103 Anigre  
(Quartered Fiddleback)

8104 Anigre  
(Quartered)



3101D Anigre  
(Quartered)

3102D Anigre  
(Quartered Fiddleback)

3103D Mozambique  
(Quartered Fiddleback)



8105 Bubinga  
(Flat Cut)

8107 Cherry  
(Quartered)

836 Caramelized Bamboo  
(Flat Cut)



3104D Bamboo  
(Quartered)

3105D Birch, Red Ice  
(Quartered)

3106D Birch, White  
(Flat Cut)



8113 Makore  
(Quartered Fiddleback)

8114 Maple  
(Flat Cut Curly)

8111 Makore  
(Quartered Block Mottle)



3107D Bubinga, Waterfall

3108D Cherry  
(Flat Cut)

3109D Makore  
(Quartered Block Mottled)



299 Beech  
(Quartered)

295 Birch, White  
(Flat Cut)

302 Makore  
(Quartered)



8115 Maple  
(Quartered)

8123 Wenge  
(Quartered Composite)

8124 Zebrawood  
(Quartered)



269 Oak, Red  
(Rift)

256 Bubinga  
(Quartered)

292 Walnut, American  
(Flat Cut)



837 Natural Bamboo  
(Flat Cut)

253 Maple  
(Flat Cut)

8120 Sapele  
(Quartered)



252 Cherry  
(Flat Cut)

839 Douglas Fir  
(Quartered)

298 Sapele  
(Flat Cut)



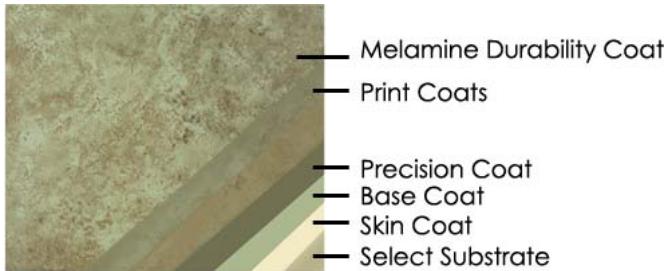
8122 Walnut, African  
(Quartered)

# Signature Wood Veneer

Marlite Wood Veneer is hand-selected, always harvested responsibly and is offered in four finish options.



## Marlite Finish





# Additional *Capabilities*

Compact Phenolic  
Graphic images  
Tackable surfaces  
High Pressure Laminate

Acoustic fabric panels  
Custom finishes  
Resin panels

**MARLITE SURFACE SYSTEMS® PRICE LIST**

**\*Pricing includes Panel, Hardware & perimeter trim.**

FINISH	DESCRIPTION	
<b>Marlite Finish</b>	<b>Woodgrains (faux prints)</b>	<b>Cost per 4x8 Panel*</b>
	<b>SSX 5409 Townsend</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 5410 Sebring</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 318 Windsor Anigre</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 319 Whittier Anigre</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 925 Autumn Cherry</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 310 Sierra Maple</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 715 Mahogany</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 463 Eastern Walnut</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 148 Monticello Anigre</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35



## MARLITE SURFACE SYSTEMS® PRICE LIST

**\*Pricing includes Panel, Hardware & perimeter trim.**

FINISH	DESCRIPTION	
	<b>SSX 5346 Caramel</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 5347 Wheat</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 5344 Willow Bark</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 5340 Sorrell</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
	<b>SSX 5341 Isabeline</b>	
	3/4" MAP Class "C"	\$1232.95
	3/4" MAP Class "A"	\$1484.35
FINISH	DESCRIPTION	Cost per 4x8 Panel
	<b>Classic Collection</b>	
	<b>SSV 252 Flat Cut Cherry</b>	
	3/4" MAP Class "C"	\$2238.65
	3/4" MAP Class "A"	\$2535.80
	<b>SSV 253 Flat Cut Maple</b>	
	3/4" MAP Class "C"	\$2192.95
	3/4" MAP Class "A"	\$2490.10
	<b>SSV 258 Quartered Bubinga</b>	
	3/4" MAP Class "C"	\$2467.20
	3/4" MAP Class "A"	\$2741.50
	<b>SSV 269 Rift Cut Red Oak</b>	
	3/4" MAP Class "C"	\$1941.50
	3/4" MAP Class "A"	\$2215.80

## MARLITE SURFACE SYSTEMS® PRICE LIST

\*Pricing includes Panel, Hardware & perimeter trim.

FINISH	DESCRIPTION	
<b>Wood Veneer Finishes</b>	<b>SSV 280 Flat Cut American Walnut</b>	
	3/4" MAP Class "C"	\$2238.65
	3/4" MAP Class "A"	\$2604.35
	<b>SSV 285 Flat Cut White Birch</b>	
	3/4" MAP Class "C"	\$2101.50
	3/4" MAP Class "A"	\$2398.65
	<b>SSV 298 Flat Cut Sapele</b>	
	3/4" MAP Class "C"	\$2192.95
	3/4" MAP Class "A"	\$2490.10
	<b>SSV 299 Quartered Steamed Beech</b>	
	3/4" MAP Class "C"	\$2170.10
	3/4" MAP Class "A"	\$2467.20
	<b>SSV 302 Quartered Makore</b>	
	3/4" MAP Class "C"	\$2170.10
	3/4" MAP Class "A"	\$2467.20
	<b>SSV 837 Flat Grain Natural Bamboo</b>	
	3/4" MAP Class "C"	\$1827.20
	3/4" MAP Class "A"	\$2124.35
	<b>SSV 838 Flat Cut Caramelized Bamboo</b>	
	3/4" MAP Class "C"	\$1827.20
3/4" MAP Class "A"	\$2124.35	
<b>SSV 889 Quartered Douglas Fir</b>		
3/4" MAP Class "C"	\$2192.95	
3/4" MAP Class "A"	\$2490.10	
<b>FINISH</b>	<b>High Pressure Laminates - Wilson Art, Formica, Pionite, Nevamar.</b> Others available and will require a quote. This is based on a matte finish .030 laminate. Variations will require a quote.	
<b>HPL</b>	Based on verticle grade, standard line, solid colors, patterns and woodgrains with a matte finish.	
	<b>3/4" MAP Class "C"</b>	\$1392.95
	<b>3/4" MAP Class "B"</b>	\$1598.65
	<b>3/4" MAP Class "A"</b>	\$1804.35



Sieva is a durable High Pressure Laminate (HPL) wall system using 7/16" panels for a stable and secure installation. Four different reveal options and multiple panel sizes and configurations provide the template for artistic wall design, easily and affordably.

### Features and Benefits

- Attractive and durable wall panels are ideal for heavy traffic commercial areas.
- Pre-engineered reveals make installation quick and easy. Panels may contain kerfs on one or more sides.
- HPL finishes used in conjunction with battens provide a tough, easy to clean surface.
- Multiple fire-rating classifications meet the most stringent requirements for public spaces.

Panel Sizes –	Any panel size smaller than maximum 4' x 10'. Panels can be fabricated at the factory or the job site.
Panel Thickness –	7/16"
Panel Construction –	HPL face, MDF core, balancing backer
Ratings –	UL Listed Class A, Class A, Class B, Class C



**SIEVA™ PRICE LIST**  
**Pricing per 8 ft Panel, Hardware, Adhesive & Perimeter Trim included.**

	Vendor	Finish	Pricing 4x8 sheets
High Pressure Laminate HPL	<b>WilsonArt®</b>	Based on vertical grade, standard line, solid colors, patterns and woodgrains with a matte finish	
		Class "C"	\$726.40
		Class "B"	\$795.20
		Class "A"	\$817.60
	<b>Pionite®</b>	Based on vertical grade, standard line, solid colors, patterns and woodgrains with a matte finish	
		Class "C"	\$726.40
		Class "B"	\$795.20
		Class "A"	\$886.40
	<b>Nevamar™</b>	Based on vertical grade, standard line, solid colors, patterns and woodgrains with a matte finish	
		Class "C"	\$726.40
		Class "B"	\$795.20
		Class "A"	\$886.40
	<b>Formica®</b>	Based on vertical grade, standard line, solid colors, patterns and woodgrains with a matte finish	
		Class "C"	\$726.40
		Class "B"	\$795.20
		Class "A"	\$977.60

**Reveal Options**



1/16" Hidden (CP-3)



1/8" Slim (CP-6)



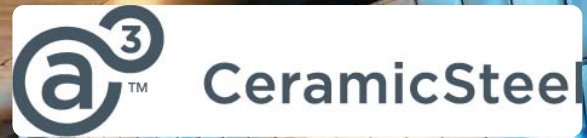
3/4" Retro (CP-4)



1" Bold Insert (CP-7)

**Laminate Options:**





The a<sup>3</sup> CeramicSteel surface is commonly used in auto tunnels due to its unmatched durability attributes. Marlite's a<sup>3</sup> CeramicSteel panel construction is for interior use only.

### Unique Quality Characteristics



Chemical  
Resistant



Scratch  
Resistant



Bacteria  
Resistant



Fire  
Resistant



Graffiti  
Resistant



Stain  
Resistant

### Ideal For Any Interior Space Where People Meet Materials

- Transportation Terminals
- Arenas and Stadiums
- Corridors
- Lobbies
- Dining Rooms
- Kitchens
- Restrooms
- Other rooms subject to abuse

### Panel Information:

Sizes – 4' x 8' x 1/4" (nominal)  
47<sup>3/4</sup>" x 95<sup>3/4</sup>" x .250" (actual)

4' x 10' x 1/4" (nominal)  
47<sup>3/4</sup>" x 119<sup>3/4</sup>" x .250" (actual)

Construction – a<sup>3</sup> CeramicSteel surface  
High Density Fiberboard (HDF) core  
Aluminum backer



## Finishes

Enhance any space by choosing from 2 finishes, 23 standard colors, 3 premium colors or select from an array of custom colors and surface imaging capabilities.

### Standard Matte Finish (Approximately 30% Gloss)



### Standard Gloss Finish (Approximately 95% Gloss)



### Premium Colors



Actual colors may vary from the colors shown.

<b>A3 CERAMIC STEEL PANEL</b>		<b>Pricing per Panel</b>	<b>Panel Size (Nominal thickness 1/4)</b>
<b>Panels and trim solid seperately</b>			
Standard Stock A3 Ceramic Steel Panel N-52 New White, Gloss Finish		\$1000.35	4x8
Standard Stock A3 Ceramic Steel Panel N-52 New White, Gloss Finish		\$1250.45	4x10
Standard Non-Stock A3 Ceramic Steel Panel See Color Chart Below		\$1091.75	4x8
Standard Non-Stock A3 Ceramic Steel Panel See Color Chart Below		\$1364.70	4x10
Aluminum AC551 Inside Corner		\$39.85	8' Length
Aluminum AC560 Outside Corner		\$39.85	
Aluminum AC565 Flat Divider		\$39.85	
Aluminum FC568 Square Divider		\$39.85	
Aluminum FC566 Ribbed Divider		\$39.85	
Aluminum FC567 Radius Divider		\$39.85	
Aluminum AC570 Edge		\$39.85	
<b>Standard Non-stock Color / Finish Selections</b>			
PEI-14 Ivory, Gloss Finish 513 Stone Grey, Gloss Finish PEI-22 Powder Grey, Gloss Finish PEI-29 Light Blue, Gloss Finish N-50 Medium Bronze, Gloss Finish 1369 Bronze, Gloss Finish PEI-28 Glossy Black, Gloss Finish 7563 Bone White, Matte Finish PEI-118 Stone White, Matte Finish 5727 Colonial White, Matte Finish 7477 Cream White, Matte Finish TCM-37 Sahara Sand, Matte Finish 7568 Pubelo Tan, Matte Finish 7571 Beige, Matte Finish N-125 Light Grey, Matte Finish 7567 Fashion Grey, Matte Finish 7569 Military Blue, Matte Finish TCM-27 Red Clay, Matte Finish 7570 Antique Bronze, Matte 7551 Hartford Green, Matte TCM-60 Dark Bronze, Matte TCM-14 Matte Black, Matte			

# Induro™ FRP

The ultimate in wall protection, Induro Decorative Laminate FRP is an exceptionally wear resistant panel created through an exclusive process of thermally bonding melamine impregnated surfacing materials directly to the FRP core. Designed to match and coordinate with popular high pressure laminates (HPL), the panels are available in a wide array of woodgrains, solid colors and abstract prints.

## Features and Benefits

- Offers the same outstanding durability as HPL.
- Possesses the same impact and moisture resistant properties as FRP.
- Balanced for panel integrity.
- Coordinates beautifully with HPL tabletops and case goods.
- Class A and Class C fire-ratings.
- The easiest, most affordable way of applying laminate to walls.

Panel Dimensions – 47 1/2" x 95 1/2" x 3/32" (nominal)

## Impact Test

ASTM D5420-04 product on 1/2" Drywall

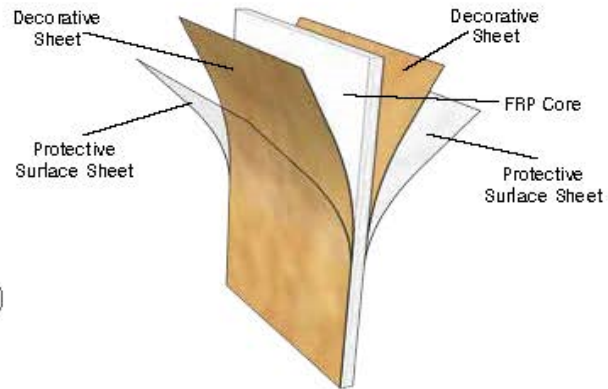


Rigid plastic wall panel - complete structural failure.



Induro™ FRP wall panel - nominal damage.

## Exclusive Panel Construction





## Laminate Finishes

Induro FRP is designed to match and coordinate with popular wood grains, solid colors and abstract laminates. Select any laminate finish from Wilsonart, Pionite, Nevamar and Arborite.

Induro FRP offers:

- The same outstanding surface durability as HPL.
- Enhanced impact performance from fiberglass core.
- A perfectly balanced panel and usable on either side for greater flexibility.
- Beautiful coordination with HPL table tops and case goods.
- Class "A" and Class "C" fire-ratings.



## Induro Standard Palette

### Faux Woodgrains



7925 Monticello Maple



7061 Natural Pear



FP610 Hard Rock Maple



7924 Biltmore Cherry



7939 Blonde Echo



7922 Brighton Walnut

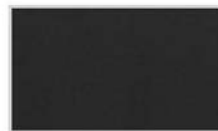
### Abstract Patterns



4143 Neutral Glace



4746 Woolamai Brush



FP612 Graphic Spectrum



4810 Titanium



4873 Western Bronze



4878 Pewter Mesh

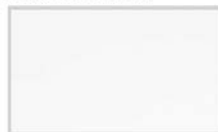


4745 Maroochy Brush



4893 Tumbled Mosaic

### Solid Colors



D354 Designer White



D381 Fashion Grey

<b>MARLITE INDURO FRP</b> 4' x 8' <i>* Class A finishes are available.</i> <i>4-5 week lead time. Panels and Trim Sold Separately</i>	GENERAL		Harmonizing Trim
	Class "C" (Price per 4x8 Panel)	Class "A" (Price per 4x8 Panel)	
<b>SOLIDS</b>			
+ D354 Designer White	\$525.75	\$690.30	ARZ C100
+ D381 Fashion Grey	\$525.75	\$690.30	ARZ 539
<b>ABSTRACTS</b>			
+ 4143 Neutral Glace	\$525.75	\$690.30	ARZ 5440
+ 4746 Woolamai Brush	\$525.75	\$690.30	ARZ 589
+ FP612 Graphite Spectrum *	\$525.75	\$690.30	ARZ 015
<b>WOODGRAINS</b>			
+ 7061 Natural Pear	\$525.75	\$690.30	ARZ 489
+ 7925 Monticello Maple	\$525.75	\$690.30	ARZ 315
+ 7922 Brighton Walnut	\$525.75	\$690.30	ARZ 463
+ 7924 Biltmore Cherry	\$525.75	\$690.30	ARZ 5410
+ 7939 Blond Echo	\$525.75	\$690.30	ARZ 5414
+ FP610 Hard Rock Maple *	\$525.75	\$690.30	ARZ 310
<b>HARMONIZING TRIM -</b> (Available in painted harmonizing, black painted and clear satin anodized)			
All colors available - 8ft lengths per piece			
Inside Corner			39.85
Outside Corner			39.85
Divider			39.85
Edge Cap			39.85

**TERMS & CONDITIONS OF SALE**

1. **PRICE:** All prices are subject to change by Marlite at any time and from time-to-time. All prices quoted include FOB to Marlite APP Partner - Nickerson located at 515 Union Avenue, Union Beach, NJ 07735. The pricing are exclusive of insurance, state and local use, sales property (ad valorem) and similar taxes, excises or charges which may be levied, imposed or charged against Marlite (whether by Federal, State, Municipal, or other authority) on account of, or upon the sale by Marlite to Buyer of Marlite's products. Buyer agrees to pay such taxes, and when applicable such taxes will appear as separate items on Marlite's invoice(s). Unless otherwise stated, all prices quoted are exclusive of installation and service. All prices quoted are exclusive of special order charges related to minimum order size and non standard order quantities. Orders of less than \$35 are subject to a minimum charge of \$15. All shipments of less than standard lift quantities are subject to a palletizing charge. All orders are subject to final approval and acceptance by Marlite through an authorized representative at Dover, Ohio and are not binding on Marlite unless and until so approved and accepted.

2. **PAYMENT TERMS:** Products will be invoiced upon shipment. If shipment is delayed by Buyer, Buyer will nevertheless be invoiced by the date when Marlite is prepared to make shipment. Unless otherwise stated in writing by Marlite, Buyer shall pay all invoices within thirty (30) days from the date of invoice to PO Box 3678 Carol Stream, IL 30132-3678. If Buyer requests a shipment to be delayed, Marlite shall, at its discretion, charge Buyer and Buyer shall be responsible for and pay to Marlite the reasonable storage charges related to the delayed shipment. If any shipment of products is delayed by Buyer for more than ninety (90) days after the invoice date, Marlite may, at its discretion and upon notice to the Buyer, dispose of such products at Buyers sole cost and expense. Disposal of such products, as provided above, shall not relieve Buyer of its obligations to pay for all products invoiced to Buyer by Marlite. In the event that payment is not made when due, Buyer agrees to pay Marlite interest at the rate of 1.5% per month (18% per annum), or such lesser maximum amount allowed by law, on any unpaid invoice from and after the due date. Any exchange charges for checks returned for non-sufficient funds will be the responsibility of Buyer and charged to its account. If, during the performance hereof, the financial responsibility or condition of Buyer is such that Marlite, in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in ownership of the Buyer occurs or if Buyer fails to make any payments in accordance with the terms hereof, then in any such event, Marlite shall not be obligated to continue to performance under contract and may stop products in transit and defer or decline to make any delivery hereunder except upon the receipt of satisfactory security or cash payment in advance, or Marlite may terminate the order without further obligation to Buyer whatsoever.

3. **INVOICE DISPUTES:** All disputes as to amount(s) invoiced hereunder shall be made in writing to the following address: Marlite, Inc., Attention CFO, 1 Marlite Drive, Dover, Ohio 44622. Payments which are intended by the Buyer to represent "payment in full" for goods sold, and which are less than the amount shown on the invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address, then pursuant to Ohio Revised Code Section 1303.40, the acceptance of said check will not act as a discharge of the remaining balance due under this order. Buyer shall pay to Marlite, at Marlite's billing address, all amounts that it does not dispute and nothing therein shall be construed to relieve Buyer from paying to Marlite any such amounts which it does not dispute. The acceptance of said payment will not act as a discharge of the remaining disputed balance.

4. **DELIVERY AND FREIGHT:** All shipments are subject to Marlite's availability schedule. Marlite will make every reasonable effort to meet any delivery date(s). However, Marlite will not be liable for its failure to meet the quoted delivery date(s) or any delay in performance hereunder due to unforeseen circumstances or causes beyond its control, including but not limited to, acts of God, fires, floods, strikes, or other work stoppages, catastrophes, work conditions, riots, labor, material and which render performance or timely delivery difficult or impossible. All products shall be packed for shipment and storage in accordance with standard commercial practices and, all such packing and storage in accordance with standard commercial practices and, all such packing will conform to the requirements of the carrier or shipper. Marlite reserves the right to determine the shipping location and type or carrier or shipper on all shipments. Title to the products and risk of loss and damage shall pass to Buyer upon delivery to a common carrier and, if there be no common carrier, upon delivery to Buyer. All prices are F.O.B. shipping point unless otherwise agreed in writing and Buyer agrees to pay all shipping and transportation charges. Shipping charges must be paid freight collect upon delivery or prepaid to Marlite and added to the price prior to shipment. Any applicable freight allowances are contingent upon prior written notice agreed to by Marlite. All claims for loss or damage in transit must be filled by Buyer with the carrier or shipper. Marlite will give reasonable assistance to Buyer in collecting loss and damage claims from carrier and shippers by furnishing duplicate invoices, affidavits showing counts when loaded, method of loading, etc. Buyer should, in all cases, immediately report any loss and/or damage to carrier and request inspection in case of damage. On loss claims, Buyer should secure car seal numbers or a signed exemption report from the carrier.

5. **EFFECT OF ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS OF BUYER:** Marlite's Terms and Conditions of Sale as contained herein and any attachments hereto shall take precedence over any additional or different terms and conditions of Buyer and constitute the entire understanding between parties relating to the products purchased hereunder. ACCEPTANCE BY BUYER IS LIMITED TO MARLITE'S TERMS AND CONDITIONS AND BUYER, UPON PLACING AN ORDER FOR ANY PRODUCTS QUOTED BY MARLITE, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. Any additional or different terms and conditions contained in Buyer's purchase order or response to Marlite's quotation shall not be effective or binding unless specifically consented to in writing by Marlite. Neither Marlite's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's additional terms and conditions.

**TERMS & CONDITIONS OF SALE**

6. **MARLITE'S WARRANTY AND LIMITATIONS THEREON:** Marlite warrants only at the time of shipment, the products sold hereunder will be as described in the order and that said products are free from defects in material and workmanship for a period of thirty (30) days from the date of delivery. THE FOREGOING WARRANTY IS EXCLUSIVE AND LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, AGREEMENTS, CONDITIONS OR REPRESENTATIONS MADE BY ANY PERSON WITH RESPECT TO THE PRODUCTS COVERED BY THIS ORDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. Marlite's liability on account of any warranty or claims of any kind shall be limited to the repair or replacement of the products in question, F.O.B. Marlite's shipping point or, at Marlite's sole option, a credit to the Buyer of the purchase price paid toward any future product purchases from Marlite. IN NO CASE WILL MARLITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF WARRANTY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, INJURY (INCLUDING DEATH TO ANY PERSON), LOSS OR DAMAGE TO PERSON OR PROPERTY, COMMERCIAL LOSS, LOSS OF PROFITS, LIABILITIES OF BUYER TO ITS CUSTOMER OR THIRD PERSONS OR OTHER MATTERS NOT SPECIFICALLY STATED, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.
7. **NOTICE OF CLAIM:** In case of a claim by Buyer against Marlite for a defect in the products or a breach of warranty with respect thereto, Buyer must notify Marlite in writing of the alleged breach within a reasonable time, which Buyer agrees must be within forty (40) days from receipt of shipment. Said notice shall give a full basis for the claim and include a sample illustrating the alleged defect. Marlite shall have sixty (60) days from date of receipt of such notice to inspect or repair or replace the defective material if the claim is allowed. Under no circumstances are the products to be returned to Marlite unless Buyer has received Marlite's written instruction to do so. Furthermore, Buyer shall have no right to deduct the amount of any claim from Marlite's invoice unless and until the claim is allowed by Marlite or adjudicated by proper authority.
8. **LIMITATION OF ACTIONS:** It is expressly agreed that any action for breach of warranty or other action against Marlite under this contract shall be commenced within one (1) year and a day after such cause of action has accrued.
9. **RESTRICTIONS ON BUYER'S RESALE OF PRODUCTS:** Buyer agrees that in connection with the resale of any Marlite brand products other than downgrade products, it will make no warranties or representations concerning Marlite's products other than Marlite's express written warranty as stated in paragraph 5 above. Buyer agrees to make no warranties or representations with respect to downgrade products. Buyer agrees to indemnify Marlite against any and all liability arising from the resale and/or application of Marlite brand products by the Buyer, his employees, agents or representatives.
10. **RETURNED PRODUCTS:** Products shall not be returned to Marlite unless prior approval is obtained in writing. Returned products must be in salable condition and in original cartons and will be subject to a restocking charge. All returned materials will be shipped prepaid.
11. **CANCELLATION:** An order once placed with and accepted by Marlite can be cancelled only with Marlite's consent in writing and upon terms that will indemnify Marlite against loss.
12. **MARLITE'S PROPERTY:** Unless otherwise agreed in writing, all personal property used to manufacture, assemble or otherwise make or process any goods delivered to Buyer, including but not limited to tools, jigs, fixtures and dies shall remain Marlite's property and are retained in Marlite's possession regardless of any charges to Buyer to cover part or all of the cost of the same.
13. **PATENTS:** In addition to other remedies afforded Marlite, Buyer shall hold Marlite harmless from, and release and not make a claim or file a suit against Marlite because of any suits, claims, losses, expenses (including reasonable attorney fees), or other liability made against or suffered by, Buyer arising from any claim of, or infringement of any patent, copyright, trademark or other proprietary right, at common law or otherwise, or claim of unfair trade or unfair competition resulting from, or occasioned by Buyer's use, possession, sale or delivery of the goods or services sold to Buyer by Marlite under private label instructions of Buyer or in accordance to specifications provided to Marlite by Buyer.
14. **MISCELLANEOUS:** The provisions of any contract resulting from quotation or acceptance shall be construed and applied in accordance with the laws of the state of Ohio and shall be deemed to be between merchants. The parties further agree that any dispute relating to the products sold hereunder shall be subjected to the exclusive jurisdiction of the Courts of the State of Ohio. Any notices required to be given in writing at the address of each party set forth in the quotation, acceptance or purchase agreement, or such other address as either party may substitute by written notice to the other. Any attempt to assign or transfer any of the rights, duties or obligations hereunder shall render such attempt to assign or transfer null and void. Marlite's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. The terms and conditions contained herein or in Marlite's quotation or proposal attached hereto, if any, shall constitute the entire and complete agreement between Marlite and Buyer and shall supersede all prior oral or written statements or understandings of any kind whatsoever made by the parties of their representatives. No statement subsequent to the acceptance of this order by Marlite which purports to modify said terms and conditions (including purchase order terms and conditions) shall be binding unless consented to in writing by a duly authorized agent or representative of Marlite. Should any of the terms and conditions contained herein or in Marlite's quotation or proposal be held to be invalid, illegal, unenforceable, then only such provisions shall fail and the remainder of the terms and conditions will remain in full force and effect.