

NOMAFLEX®

FASTFLEX™

SOF®ROD

HBR®

HBR® XL

OCFOAM™

SOF®SEAL

SOF®SEAL PLUS

PRICE LIST  
EFFECTIVE  
AUGUST 2018

\*Revised Sept. 12, 2018



JOINT FILLERS,  
BACKER RODS & GASKETS

# NOMAFLEX

## PLANK

Order Number	Description	Feet Per 10-Pack	Packs Per Pallet	Feet Per Pallet	Minimum Order	Price Per Lft	List Price Per Pallet	Weight Per Pallet Lbs.
<b>3/8" THICK PLANK</b>								
REJ-038-3000-05	3/8" x 3" x 5'	50	176	8,800	1 pallet	0.501	4,408.800	286
REJ-038-3500-05	3/8" x 3-1/2" x 5'	50	143	7,150	1 pallet	0.531	3,796.650	299
REJ-038-4000-05	3/8" x 4" x 5'	50	132	6,600	1 pallet	0.589	3,887.400	313
REJ-038-3000-10	3/8" x 3" x 10'	100	176	17,600	1 pallet	0.501	8,817.600	620
REJ-038-3500-10	3/8" x 3-1/2" x 10'	100	143	14,300	1 pallet	0.531	7,593.300	633
REJ-038-4000-10	3/8" x 4" x 10'	100	132	13,200	1 pallet	0.589	7,774.800	670
<b>1/2" THICK PLANK</b>								
REJ-050-2000-05	1/2" x 2" x 5'	50'	192	9,600	1 pallet	0.406	3,897.600	299
REJ-050-3000-05	1/2" x 3" x 5'	50'	128	6,400	1 pallet	0.638	4,083.200	300
REJ-050-3500-05	1/2" x 3-1/2" x 5'	50'	104	5,200	1 pallet	0.671	3,489.200	291
REJ-050-4000-05	1/2" x 4" x 5'	50'	96	4,800	1 pallet	0.723	3,470.400	305
REJ-050-5000-05	1/2" x 5" x 5'	50'	72	3,600	1 pallet	0.829	2,984.400	288
REJ-050-6000-05	1/2" x 6" x 5'	50'	64	3,200	1 pallet	0.953	3,049.600	305
REJ-050-7000-05	1/2" x 7" x 5'	50'	48	2,400	1 pallet	1.253	3,007.200	303
REJ-050-8000-05	1/2" x 8" x 5'	50'	48	2,400	1 pallet	1.402	3,364.800	305
REJ-050-2000-10	1/2" x 2" x 10'	100'	192	19,200	1 pallet	0.406	7,795.200	595
REJ-050-3000-10	1/2" x 3" x 10'	100'	128	12,800	1 pallet	0.638	8,166.400	600
REJ-050-3500-10	1/2" x 3-1/2" x 10'	100'	104	10,400	1 pallet	0.671	6,978.400	576
REJ-050-4000-10	1/2" x 4" x 10'	100'	96	9,600	1 pallet	0.723	6,940.800	603
REJ-050-5000-10	1/2" x 5" x 10'	100'	72	7,200	1 pallet	0.829	5,968.800	570
REJ-050-6000-10	1/2" x 6" x 10'	100'	64	6,400	1 pallet	0.953	6,099.200	603
REJ-050-7000-10	1/2" x 7" x 10'	100'	48	4,800	1 pallet	1.253	6,014.400	537
REJ-050-8000-10	1/2" x 8" x 10'	100'	48	4,800	1 pallet	1.402	6,729.600	603
<b>3/4" THICK PLANK</b>								
REJ-075-3500-05	3/4" x 3-1/2" x 5'	50'	78	3900	1 pallet	1.338	5,218.200	322
REJ-075-4000-05	3/4" x 4" x 5'	50'	72	3600	1 pallet	1.391	5,007.600	338
REJ-075-5000-05	3/4" x 5" x 5'	50'	54	2700	1 pallet	1.605	4,333.500	319
REJ-075-6000-05	3/4" x 6" x 5'	50'	48	2400	1 pallet	2.054	4,929.600	338
REJ-075-8000-05	3/4" x 8" x 5'	50'	36	1800	1 pallet	2.729	4,912.200	338
REJ-075-3500-10	3/4" x 3-1/2" x 10'	100'	78	7800	1 pallet	1.338	10,436.400	639
REJ-075-4000-10	3/4" x 4" x 10'	100'	72	7200	1 pallet	1.391	10,015.200	670
REJ-075-5000-10	3/4" x 5" x 10'	100'	54	5400	1 pallet	1.605	8,667.000	633
REJ-075-6000-10	3/4" x 6" x 10'	100'	48	4800	1 pallet	2.054	9,859.200	670
REJ-075-8000-10	3/4" x 8" x 10'	100'	36	3600	1 pallet	2.729	9,824.400	670

# NOMAFLEX

## PLANK

Order Number	Description	Feet Per 10-Pack	Packs Per Pallet	Feet Per Pallet	Minimum Order	Price Per Lft	List Price Per Pallet	Weight Per Pallet Lbs.
<b>1" THICK PLANK</b>								
REJ-100-3500-05	1" x 3-1/2" x 5'	50'	52	2600	1 pallet	1.659	4,313.400	291
REJ-100-4000-05	1" x 4" x 5'	50'	48	2400	1 pallet	1.766	4,238.400	305
REJ-100-5000-05	1" x 5" x 5'	50'	36	1800	1 pallet	2.033	3,659.400	288
REJ-100-6000-05	1" x 6" x 5'	50'	32	1600	1 pallet	2.515	4,024.000	305
REJ-100-8000-05	1" x 8" x 5'	50'	24	1200	1 pallet	3.371	4,045.200	305
REJ-100-3500-10	1" x 3-1/2" x 10'	100'	52	5200	1 pallet	1.659	8,626.800	576
REJ-100-4000-10	1" x 4" x 10'	100'	48	4800	1 pallet	1.766	8,476.800	603
REJ-100-5000-10	1" x 5" x 10'	100'	36	3600	1 pallet	2.033	7,318.800	570
REJ-100-6000-10	1" x 6" x 10'	100'	32	3200	1 pallet	2.515	8,048.000	603
REJ-100-8000-10	1" x 8" x 10'	100'	24	2400	1 pallet	3.371	8,090.400	603

## SHEET

Order Number	Description	Sheets per Pallet	Feet Per Pallet	Minimum Order	List Price Per Sheet	List Price Per Pallet	Weight Per Pallet lbs.
<b>SHEET</b>							
REJ-038-4800-05	3/8" x 48" x 5'	120	600	1 pallet	38.079	4,569.480	370
REJ-038-4800-10	3/8" x 48" x 10'	120	1,200	1 pallet	76.158	9,138.960	670
REJ-050-4800-05	1/2" x 48" x 5'	80	400	1 pallet	41.088	3,287.040	340
REJ-050-4800-10	1/2" x 48" x 10'	80	800	1 pallet	82.165	6,573.200	620
REJ-075-4800-10	3/4" x 48" x 10'	60	600	1 pallet	162.411	9,744.660	690
REJ-100-4800-05	1" x 48" x 5'	40	200	1 pallet	92.669	3,706.760	340
REJ-100-4800-10	1" x 48" x 10'	40	400	1 pallet	185.339	7,413.560	620

## CUTTER

Order Number	Description	Cutters Per Box	Minimum Order	List Price Per Cutter	Weight Per Box lbs.
<b>CUTTER</b>					
NomaflexCutter050	1/2"	10	1 carton	Inquire with Distributor	10
NomaflexCutter075	3/4"	10	1 carton	Inquire with Distributor	10
NomaflexCutter100	1"	10	1 carton	Inquire with Distributor	10

### Nomaflex:

5' pallet size: 48" W x 60" L x 48" H 40 pallets per 53' trailer  
 10' pallet size: 48" W x 120" L x 48" H 20 pallets per 53' trailer

# FASTFLEX™ (Formerly Isoflex)

Order Number	Type	Size	Lft Per Roll	Rolls Per Bag	Total Linear Feet	Bags or Spools Per Pallet	Minimum Order	List Price	Price Per Lft
<b>FASTFLEX Rolls</b>									
120-25-4000-4	Tear Strip	1/4" x 4"	100	10	1000	8	Bag	100.000	0.100
120-50-3000-4	Tear Strip	1/2" x 3"	50	12	600	8	Bag	93.000	0.155
120-50-3500-4	Tear Strip	1/2" x 3.5"	50	10	500	8	Bag	81.000	0.162
120-50-4000-4	Tear Strip	1/2" x 4"	50	10	500	8	Bag	83.000	0.166
120-50-5000-4	Tear Strip	1/2" x 5"	50	6	300	8	Bag	59.700	0.199
120-50-6000-4	Tear Strip	1/2" x 6"	50	5	250	8	Bag	61.000	0.244
120-50-8000-4	Tear Strip	1/2" x 8"	50	5	250	8	Bag	98.250	0.393
<b>FASTFLEX Spools</b>									
120-25-1000-0	Plain	1/4" x 1"	2000	-	-	18	Spool	54.000	0.027
120-38-1000-0	Plain	3/8" x 1"	1300	-	-	18	Spool	55.900	0.043
120-50-1000-0	Plain	1/2" x 1"	1000	-	-	18	Spool	69.000	0.069

## Backer Rod & FastFlex

27 pallets per 53' trailer

# SOF ROD

Product Number	Size	Lft Per Unit	Lft Per Ctn	Pcs Per Ctn	Ctn Per Pallet	Ctn Per TL	Carton Size (in.)	Min Order	List Price	Price Per Lft
<b>SOF Rod Spools</b>										
322-91-0375-0	3/8"	1800	3600	2	18	486	18 x 18 x 30	Pallet	167.400	0.046
322-91-0625-0	5/8"	1550	1550	1	18	486	18 x 18 x 30	Pallet	106.950	0.069
322-91-0625-3	5/8"	775	1550	2	18	486	18 x 18 x 30	Pallet	106.950	0.069
322-91-0875-0	7/8"	850	850	1	18	486	18 x 18 x 30	Pallet	105.400	0.124
322-91-1125-0	1-1/8"	500	500	1	18	486	18 x 18 x 30	Pallet	94.500	0.189
<b>SOF Rod Handy Packs</b>										
359-91-0375-00	3/8"	1400	1400	1	36	972	15 x 15 x 17	Pallet	91.000	0.065
359-91-0625-00	5/8"	550	550	1	36	972	15 x 15 x 17	Pallet	51.700	0.094
359-91-0875-00	7/8"	330	330	1	36	972	15 x 15 x 17	Pallet	53.790	0.163
359-91-1125-00	1-1/8"	125	125	1	36	972	15 x 15 x 17	Pallet	56.250	0.450
<b>SOF Rod Cut Lengths</b>										
322-91-1500-1	1-1/2"	6	552	92	8	216	23 x 13 x 75	Pallet	184.368	0.334
322-91-2000-1	2"	6	360	60	8	216	23 x 13 x 75	Pallet	268.560	0.746
322-91-2500-1	2-1/2"	6	240	40	8	216	23 x 13 x 75	Pallet	273.360	1.139
322-91-3000-1	3"	6	144	24	8	216	23 x 13 x 75	Pallet	245.664	1.706
322-91-4000-1	4"	6	90	15	8	216	23 x 13 x 75	Pallet	272.340	3.026

# HBR

Product Number	Size	Lft Per Unit	Lft Per Ctn	Pcs Per Ctn	Ctn Per Pallet	Ctn Per TL	Carton Size (in.)	Min Order	List Price	Price Per Lft
<b>HBR Spools</b>										
337-91-0250-0	1/4"	3200	6400	2	18	486	18 x 18 x 30	Pallet	147.200	0.023
337-91-0375-0	3/8"	1800	3600	2	18	486	18 x 18 x 30	Pallet	115.200	0.032
337-91-0500-0	1/2"	2500	2500	1	18	486	18 x 18 x 30	Pallet	115.000	0.046
337-91-0625-0	5/8"	1550	1550	1	18	486	18 x 18 x 30	Pallet	103.850	0.067
337-91-0750-0	3/4"	1100	1100	1	18	486	18 x 18 x 30	Pallet	97.900	0.089
337-91-0875-0	7/8"	850	850	1	18	486	18 x 18 x 30	Pallet	95.200	0.112
337-91-1000-0	1"	550	550	1	18	486	18 x 18 x 30	Pallet	86.350	0.157
337-91-1250-0	1-1/4"	400	400	1	18	486	18 x 18 x 30	Pallet	108.400	0.271
<b>HBR Handy Packs</b>										
353-91-0250-00	1/4"	2500	2500	1	36	972	15 x 15 x 17	Pallet	92.500	0.037
353-91-0375-00	3/8"	1400	1400	1	36	972	15 x 15 x 17	Pallet	65.800	0.047
353-91-0500-00	1/2"	800	800	1	36	972	15 x 15 x 17	Pallet	50.400	0.063
353-91-0625-00	5/8"	550	550	1	36	972	15 x 15 x 17	Pallet	50.050	0.091
353-91-0750-00	3/4"	400	400	1	36	972	15 x 15 x 17	Pallet	50.800	0.127
<b>HBR Cut Lengths</b>										
337-91-1500-1	1-1/2"	6	552	92	8	216	23 x 13 x 75	Pallet	200.376	0.363
337-91-2000-1	2"	6	360	60	8	216	23 x 13 x 75	Pallet	222.840	0.619
337-91-2500-1	2-1/2"	6	240	40	8	216	23 x 13 x 75	Pallet	278.640	1.161
337-91-3000-1	3"	6	144	24	8	216	23 x 13 x 75	Pallet	245.088	1.702
337-91-4000-1	4"	6	90	15	8	216	23 x 13 x 75	Pallet	266.310	2.959
337-00-6000-1	6"	9	72	8	--	120	113 x 25 x 12.5	Carton	284.400	3.950

# POLY BAGS

Product Number	Size	Lft Per Unit	Lft Per Ctn	Pcs Per Ctn	Ctn Per Pallet	Ctn Per TL	Carton Size (in.)	Min Order	List Price	Price Per Lft
<b>SOF Rod Poly Bags</b>										
322-91-0375-2	3/8"	300	3000	10	6	162	18 x 34 x 30	Pallet	347.518	0.116
322-91-0625-2	5/8"	150	1500	10	6	162	18 x 34 x 30	Pallet	383.140	0.255
322-91-0875-2	7/8"	100	1000	10	6	162	18 x 34 x 30	Pallet	451.537	0.452
322-91-1125-2	1-1/8"	75	750	10	6	162	18 x 34 x 30	Pallet	641.844	0.856
<b>HBR Poly Bags</b>										
337-91-0250-2	1/4"	500	5000	10	6	162	18 x 34 x 30	Pallet	284.870	0.057
337-91-0375-2	3/8"	300	3000	10	6	162	18 x 34 x 30	Pallet	312.057	0.104
337-91-0500-2	1/2"	200	2000	10	6	162	18 x 34 x 30	Pallet	274.232	0.137
337-91-0625-2	5/8"	150	1500	10	6	162	18 x 34 x 30	Pallet	358.156	0.239
337-91-0750-2	3/4"	55	550	10	6	162	18 x 34 x 30	Pallet	179.433	0.326

# HBR XL

Product Number	Size	Lft Per Unit	Lft Per Ctn	Pcs Per Ctn	Ctn Per Pallet	Ctn Per TL	Carton Size (in.)	Min Order	List Price	Price Per Lft
<b>HBR XL Spools</b>										
340-00-0375-2	3/8"	1800	3600	2	18	486	18 x 18 x 30	Pallet	176.400	0.049
340-00-0500-2	1/2"	2500	2500	1	18	486	18 x 18 x 30	Pallet	180.000	0.072
340-00-0625-2	5/8"	1550	1550	1	18	486	18 x 18 x 30	Pallet	151.900	0.098
340-00-0875-2	7/8"	850	850	1	18	486	18 x 18 x 30	Pallet	160.650	0.189
340-00-1000-2	1"	550	550	1	18	486	18 x 18 x 30	Pallet	141.350	0.257
340-00-1250-2	1-1/4"	400	400	1	18	486	18 x 18 x 30	Pallet	157.200	0.393
<b>HBR XL Cut Lengths</b>										
340-00-1500-2	1-1/2"	6	552	92	8	216	23 x 13 x 75	Pallet	282.072	0.511
340-00-2000-2	2"	6	360	60	8	216	23 x 13 x 75	Pallet	309.960	0.861

# OCFOAM

Product Number	Size	Lft Per Bag	Lft Per Sleeve	Bags Per Sleeve	Sleeves Per Bale	Sleeves Per Pallet	Bales Per TL	Bale Size (in.)	Min Order	List Price	Price Per Lft
OCFOAM Yellow (Y) and Black (B)											
369-(Y/B)-0375-1	3/8"	750	3000	4	6	24	216	18 x 18 x 32	Sleeve	315.000	0.105
369-(Y/B)-0625-1	5/8"	500	2000	4	6	24	216	18 x 18 x 32	Sleeve	258.000	0.129
369-(Y/B)-0875-1	7/8"	350	1050	3	6	24	216	18 x 18 x 32	Sleeve	254.100	0.242
369-(Y/B)-1125-1	1-1/8"	300	600	2	6	24	216	18 x 18 x 32	Sleeve	230.400	0.384
369-(Y/B)-1500-1	1-1/2"	350	350	1	6	24	216	18 x 18 x 32	Sleeve	241.500	0.690
369-(Y/B)-2000-1	2"	200	200	1	6	24	216	18 x 18 x 32	Sleeve	256.200	1.281

# SOF SEAL & SOF SEAL PLUS

Product Number	Size	Lft Per Unit	Lft Per Ctn	Pcs Per Ctn	Ctn Per Pallet	Ctn Per TL	Carton Size (in.)	Min Order	List Price	Price Per Lft
SOF SEAL										
120-91-1500-0	1-3/8"	200	200	1	-	475	27.63 x 27.63 x 15.25	Carton	57.800	.289
120-91-1500-1	1-3/8"	775	775	1	5	130	46" x 18"	Pallet	221.650	.286
SOF SEAL PLUS										
120-91-1500-4	1-3/8"	200	200	1	-	475	27.63 x 27.63 x 15.25	Carton	57.800	.289
120-91-1500-5	1-3/8"	775	775	1	5	130	46" x 18"	Pallet	221.650	.286



## JOINT FILLERS

---



### NOMAFLEX

- Closed-cell polypropylene
- Use with cold-applied or hot-pour sealants
- -45°F to +392°F



### ISOFLEX

- Closed-cell polyethylene
- Use with cold-applied sealants
- -45°F to +200°F



### NOMAFLEX CUTTER

- Eliminates the need for other void cap systems

## BACKER RODS

---



### SOF ROD

- Bi-cellular polyethylene
- Use with cold-applied sealants
- Non-gassing
- -45°F to +160°F



### HBR XL

- Cross-linked polyethylene
- Use with cold-applied or hot-pour sealants
- -45°F to +410°F



### HBR

- Closed-cell polyethylene
- Use with cold-applied sealants
- -45°F to +160°F



### OCFOAM

- Open-cell polyurethane
- Use with cold-applied sealants
- -45°F to +400°F

# TERMS & CONDITIONS

These are the Terms and Conditions of sale for Nomaco and each of its divisions ("Seller"). There are no other terms of sale unless Seller agrees in writing to different terms with you, the "Purchaser" of Seller's products:

## 1. ACCEPTANCE OF ORDERS

Seller's offer to sell products to Purchaser or acceptance of Purchaser's order is expressly conditioned upon Purchaser's acceptance of these Terms and Conditions ("Terms"). Purchaser's acceptance, use or holding of Seller's products for 10 days after shipment also establishes Purchaser's acceptance of these Terms. Seller expressly rejects and objects to all new, different or additional terms of sale submitted by Purchaser. Seller also reserves the right to select its own customers and the right to reject any order. Affidavits or certificates of compliance must be requested when orders are placed.

## 2. PRICES

All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment, and price adjustments for products in transit or in Purchaser's inventory will not be allowed. Any tax or other charge on the production, sale or shipment of the products imposed by federal, state or local governmental authorities will be added to the price to be paid by Purchaser.

## 3. TERMS OF PAYMENT

Subject to the approval of Seller's credit department, terms of payment are those in effect for product sales as of the date of shipment. Purchaser is also responsible for amounts due under No. 10 below.

## 4. DELIVERY

All product sales are F.O.B. Seller's place of shipment. Seller shall have no liability for delays, damage, or delivery failures occurring after the product is delivered to the carrier. Purchaser is solely liable for demurrage charges assessed at the destination. Product shortages and visibly damaged or defective products must be reported to Seller within 10 days of delivery. Purchaser may not withhold payment on uncollected product deliveries.

## 5. TITLE AND RISK OF LOSS; SECURITY INTEREST

Title to and all risk of loss or damage to the products vests in Purchaser at the time Seller delivers the products to the carrier regardless of any shipping and insurance arrangements made by Seller on Purchaser's behalf. However, Seller reserves, until full payment is received, a purchase money security interest in each product delivered.

## 6. RETURNS

Product returns will be accepted only after Purchaser receives Seller's prior written approval as follows: (a) For returns authorized due to Purchaser's rightful rejection or justifiable revocation of acceptance of the products, Seller will pay for reasonable commercial charges for the product return and, in addition, will, at Seller's option, refund or credit the full purchase price upon return of the products. No request for returns based on damaged or defective products will be approved unless received within the time periods set forth in No. 4 and No. 7; (b) Where Seller determines, in its sole discretion, to accept returns for the convenience of Purchaser, the products are to be returned to the point of shipment, at Purchaser's expense, properly packed. Seller will issue a credit for the quantity of product received at Seller's shipping point in resalable condition, as determined by Seller in its reasonable discretion, less: (i) 20% of the original purchase price for handling and reconditioning; or, if greater, (ii) the actual charges incurred.

## 7. LIMITED WARRANTY; SPECIFICATIONS

All products sold are subject to the following limited warranty: Seller warrants that for a period of one year from the date of shipment the product will be free from defects in material and workmanship and is manufactured in all material respects to Seller's product specifications. Note: Seller's products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Purchaser.

**SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within 10 days of delivery if visibly damaged or defective, and otherwise, within 30 days after the defect to which each claim related is discovered, or should have been discovered, but in no event longer than 1 year after product shipment.

## 8. LIMITATION OF REMEDY

**PURCHASER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S**

**LIABILITY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN No. 7, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT WITH A LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE, PLUS REASONABLE COMMERCIAL CHARGES INCURRED FOR APPROVED RETURNS UNDER No. 6 ABOVE.**

## 9. NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES

**SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR SELLER'S BREACH OF ITS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.**

## 10. FORCE MAJEURE

Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state or local; (b) all acts of God (such as, but not limited to, floods, fires, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) of raw materials, power or other needed supplies or services; (e) delays or nonperformance by transporting carriers; and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Seller affecting the performance of Seller's obligations hereunder. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance affecting its performance obligations.

## 11. DEFAULT

In the event of Purchaser's default, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event Seller reasonably anticipates a default by Purchaser, whether involving collecting payments due or otherwise enforcing these Terms. Purchaser also agrees to pay Seller simple interest on unpaid amounts from due date at the lesser of 1-1/2% per month or the highest lawful rate.

## 12. SEVERABILITY

If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms shall be unaffected. Also there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

## 13. MODIFICATION OR TERMINATION

These Terms and the specific order provisions contained on Seller's order set are the entire contract between the parties with respect to this order. This cancels and supercedes all previous agreements, confirmations, and terms of sale, oral or written. No waiver or modification of these Terms shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller. Additional or different terms submitted by anyone other than Seller are specifically rejected and shall be deemed to be of no effect.

## 14. GOVERNING LAW; JURISDICTION

This Agreement is to be governed by, and interpreted according to, the internal laws of the State of North Carolina without regard to its choice of law provisions. The parties consent to the jurisdiction of the state and federal courts in Raleigh, North Carolina and the effectiveness of service of process by certified United States mail.