

## PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

## **PRICE LIST**

Effective July, 2017

Subject to change without notice

Ennis-Flint • Phone: 800-331-8118 • Fax: (336) 475-7900 sales@ennisflint.com • www.ennisflint.com



## **PRICE LIST USER NOTES:**

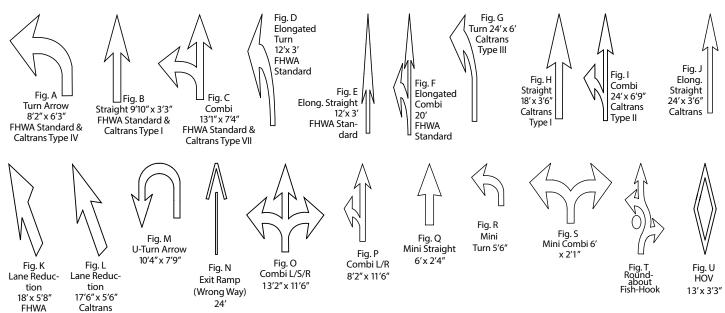
- **PreMark**° is a "No Preheat" type of material: No preheating of the road surface to a given temperature is required (Based on Section 9.3.7 of The Institute of Transportation Engineers (ITE) Traffic Control Devices Handbook)
- ViziGrip° can be added without any extra cost: Please state preference at time of order. ViziGrip° is a unique feature of PreMark° designed to ensure that skid resistance and retroreflectivity are maximized especially where loss of traction in wet conditions is of major concern. ViziGrip° can be added to any of the PreMark° lines, legends, arrows, and other designs in 90-mil and 125-mil thicknesses. For enhanced skid/slip resistance, Ennis-Flint recommends using PreMark° with ViziGrip° in areas with pedestrian and cyclist traffic such as crosswalks, bike paths as well as parking facilities using PreMark° for lines, legends, arrows, accessibility symbols, and word legends.
- **Product photos:** Visit www.ennisflint.com to view the PreMark photo gallery.
- Other items: Please call us at 800-331-8118 for more information about items not listed in this price catalog. Other designs and colors of lines, legends, arrows, and markings are available.
- First-time applicators: Contact Ennis-Flint for product support and free on-site training.

PreMark® Lines	Non-beaded li	near material	is available.						125 MIL
DESCRIPTION	Size Imperial	Size Meters	Item Number	Unit Price/Ft.	Linear Ft. / Qty. Per Pack	Price Per Pack	Sq. Ft. Per Pack	Weight Per Pack	Remarks
Lines Black	2" x 3'	.05 x .91	89434080BKHS	\$ 1.09	120ft /36.59m	\$131.00	20 sq ft	26 lbs	Stair Strips
Lines Black (BKQ)	3" x 3'		PM600717		120ft/PK	\$179.00	***Use	this with 24"	white***
Lines White	4" x 3'	.10 x .91	PM600100	\$ 1.96	90ft /27.43m	\$176.40	30 sq ft	38 lbs	
Lines Yellow	4" x 3'	.10 x .91	PM600101	\$ 2.10	90ft /27.43m	\$189.00	30 sq ft	38 lbs	
Lines Blue	4" x 3'	.10 x .91	PM600107	\$ 2.10	90ft /27.43m	\$189.00	30 sq ft	38 lbs	
Lines Red	4" x 3'	.10 x .91	PM600108	\$ 2.22	90ft /27.43m	\$199.80	30 sq ft	38 lbs	
Lines Orange	4" x 3'	.10 x .91	PM600109	\$ 2.22	90ft /27.43m	\$199.80	30 sq ft	38 lbs	
Lines White	4" x 2'	.10 x .61	8433070	\$ 1.96	60ft /18.28m	\$117.60	20 sq ft	25 lbs	Mini Skips
Lines White	5" x 3'	.12 x .91	8432072	\$ 2.62	60ft /18.28m	\$157.20	25 sq ft	30 lbs	
Lines White	6" x 3'	.15 x .91	8432061	\$ 2.94	60ft /18.28m	\$176.40	30 sq ft	38 lbs	
Lines Yellow	6" x 3'	.15 x .91	8432061Y	\$ 3.09	60ft /18.28m	\$185.40	30 sq ft	38 lbs	
Lines White	8" x 3'	.20 x .91	PM600102	\$ 3.92	45ft /13.72m	\$176.40	30 sq ft	38 lbs	
Lines Yellow	8" x 3'	.20 x .91	PM600103	\$ 4.20	45ft /13.72m	\$189.00	30 sq ft	38 lbs	
Lines White	8" x 2'	.20 x .61	8433062	\$ 3.92	60ft /18.28m	\$235.20	40 sq ft	48 lbs	Mini Skips
Lines White	12" x 3'	.30 x .91	8431064	\$ 5.88	30ft /9.14m	\$176.40	30 sq ft	38 lbs	
Lines Yellow	12" x 3'	.30 x .91	8431064Y	\$ 6.18	30ft /9.14m	\$185.40	30 sq ft	38 lbs	
Lines White	16" x 3'	.40 x .91	8431065	\$ 7.88	30ft /9.14m	\$236.40	40 sq ft	50 lbs	
Lines White	18" x 3'	.45 x .91	8431067	\$ 8.85	30ft /9.14m	\$265.50	45 sq ft	55 lbs	
Lines White	24" x 3'	.61 x .91	8430566	\$11.76	15ft /4.57m	\$176.40	30 sq ft	38 lbs	
Lines Yellow	24" x 3'	.61 x .91	8430566Y	\$12.36	15ft /4.57m	\$185.40	30 sq ft	38 lbs	

Pr	PreMark® Arrows 125 MIL											
Fig	DESCRIPTION	Size Imp (I x w)**	Size Mtrs (I x w)	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks				
Α	Turn Arrow Standard Rev*	8'2" x 6'3"	2.5 x 1.9	8330241NB	2	\$369.20	54 lbs	FHWA Std / Caltrans Type IV				
Α	Turn Arrow Standard Left	8'2" x 6'3"	2.5 x 1.9	8330241L	2	\$369.20	54 lbs	FHWA Std / Caltrans Type IV				
Α	Turn Arrow Standard Right	8'2" x 6'3"	2.5 x 1.9	8330241R	2	\$369.20	54 lbs	FHWA Std / Caltrans Type IV				
В	Straight Arrow Standard	9'10" x 3'3"	3 x 1	8330240	2	\$318.40	34 lbs	FHWA Std / Caltrans Type I				
С	Combi Arrow Standard Rev*	13'1" x 7'4"	4 x 2.24	8330142NB	1	\$333.90	38 lbs	FHWA Std / Caltrans Type VII				
С	Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	8330142L	1	\$333.90	38 lbs	FHWA Std / Caltrans Type VII				
С	Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	8330142R	1	\$333.90	38 lbs	FHWA Std / Caltrans Type VII				
D	Turn Arrow Elongated Rev*	12' x 3'	3.66 x .91	8330247NB	2	\$370.20	26 lbs	FHWA Standard				
D	Turn Arrow Elongated Left	12' x 3'	3.66 x .91	8330247L	2	\$370.20	26 lbs	FHWA Standard				
D	Turn Arrow Elongated Right	12' x 3'	3.66 x .91	8330247R	2	\$370.20	26 lbs	FHWA Standard				
Е	Straight Arrow Elongated	12' x 1'8"	3.66 x .51	8330248	2	\$321.40	14 lbs	FHWA Standard				
F	Combi Arrow Elongated Rev*	20' x 3'7"	6.1 x 1.09	8330149NB	1	\$324.80	19 lbs	FHWA Standard				
F	Combi Arrow Elongated Left	20' x 3'7"	6.1 x 1.09	8330149L	1	\$324.80	19 lbs	FHWA Standard				
F	Combi Arrow Elongated Right	20' x 3'7"	6.1 x 1.09	8330149R	1	\$324.80	19 lbs	FHWA Standard				
G	Turn Arrow Rev.* - Caltrans	24' x 6'	7.32 x 1.83	8330150NB	1	\$487.90	55 lbs	Caltrans Type III (Calif.)				
Н	Straight Arrow - Caltrans	18' x 3'6"	5.49 x 1.07	8330251	2	\$608.50	63 lbs	Caltrans Type I (Calif.)				
I	Combi Arrow Rev* - Caltrans	24' x 6'9"	7.32 x 2.06	8330152NB	1	\$517.60	67 lbs	Caltrans Type II (Calif.)				
J	Straight Arrow Elong - Caltrans	24' x 3'6"	7.32 x 1.07	8330159	1	\$385.10	66 lbs	Caltrans Type I (Calif.)				
K	Lane Reduction Arrow Rev*	18' x 5'8"	5.49 x 1.73	8330155NB	1	\$476.40	47 lbs	FHWA Standard				
L	Lane Reduction Arrow Rev.*	17'6" x 5'6"	5.64 x 2	8330157NB	1	\$476.40	47 lbs	Caltrans Type VI (Calif.)				
М	U-Turn Arrow Left	10'4" x 7'9"	3.15 x 2.36	8330143L	1	\$352.20	39 lbs					
N	Exit Ramp (Wrong Way) Arrow	24'	7.32	8330252	2	\$361.50	63 lbs	FHWA Standard				
0	Combi Left/Straight/Right Arrow	13'2" x 11'6"	4.01 x 3.50	8330144	1	\$409.50	53 lbs.					
Р	Combi Left/Right Arrow	8'2" x 11'6"	2.5 x 3.50	8330182	1	\$341.30	45 lbs.					
Q	Mini Straight Arrow	6' x 2'4"	1.8 x .69	89330268	2	\$142.50	24 lbs	FHWA Standard (90 mil)				
R	Mini Turn Arrow	5'6" x 4'2"	1.67 x 1.27	89330274(+)	2	\$171.80	24 lbs	90 mil				
S	Mini Combi Arrow	6' x 2'1"	1.8	89330259(+)	2	\$261.00	10 lbs	90 mil				
Т	Roundabout Fish-hook Arrow	20' x 8'7"	6.1 x 2.62	PM602004	1	\$486.80	50 lbs	FHWA Standard 2009 MUTCD				
U	HOV Designated Lane	13' x 3' 3"	3.99 x .99	PM600339	5	\$429.20	75 lbs.	FHWA Standard				

<sup>\*</sup> Reversible items do not have surface glass beads. \*\* Overall dimensions shown. Package inserts include detailed dimensions.

Example illustrations not drawn to scale



PreMark® Leg	ends				125 MIL							
DESCRIPTION	Letter Height	Letter H. (metric)	Item Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks					
"AHEAD"	8 ft.	2.5	8130106	1	\$366.90	41 lbs	FHWA Standard					
"BUMP"	8 ft.	2.5	8130145	1	\$270.60	34 lbs	FHWA Standard					
"BUS"	8 ft.	2.5	8130117	1	\$217.90	30 lbs	FHWA Standard					
"CLEAR"	8 ft.	2.5	8130129	1	\$306.70	41 lbs	FHWA Standard					
"EAST"	8 ft.	2.5	81301062	1	\$262.10	34 lbs	FHWA Standard					
"EXIT"	8 ft.	2.5	8130120	1	\$262.10	34 lbs	FHWA Standard					
"KEEP"	8 ft.	2.5	8130128	1	\$290.90	34 lbs	FHWA Standard					
"LANE"	8 ft.	2.5	8130113	1	\$272.10	34 lbs	FHWA Standard					
"LEFT"	8 ft.	2.5	8130109	1	\$262.10	34 lbs	FHWA Standard					
"MERGE"	8 ft.	2.5	8130116	1	\$376.20	41 lbs	FHWA Standard					
"MPH"	8 ft.	2.5	8130115	1	\$217.90	30 lbs	FHWA Standard					
"NORTH"	8 ft.	2.5	81301012	1	\$360.00	41 lbs	FHWA Standard					
"ONLY"	8 ft.	2.5	8130102	1	\$264.30	34 lbs	FHWA Standard					
"PED"	8 ft.	2.5	8130114	1	\$217.90	30 lbs	FHWA Standard					
"RIGHT"	8 ft.	2.5	8130108	1	\$287.00	41 lbs	FHWA Standard					
"R X R" Kit FHWA	20' x 8'	6 x 2.5	PMK8130103A	1	\$506.00	79 lbs	FHWA Standard					
"R"	6'6"	2	8130203	2	\$151.90	17 lbs	Narrow					
"R X R" Kit Narrow	20' x 6'6"	6 x 1.98	PMK8130103A-SP1	1	\$506.00	75 lbs	FHWA Standard					
"SIGNAL"	8 ft.	2.5	8130105	1	\$366.90	45 lbs	FHWA Standard					
"SCHOOL"	10 ft.	3	8120100	1	\$529.90	65 lbs	FHWA Standard					
"SCHOOL"	8 ft.	2.5	8110101	1	\$411.40	52 lbs	FHWA Standard					
"SCHOOL" YELLOW	8 ft.	2.5	8110101Y	1	\$427.50	52 lbs	CALTRANS					
"SLOW"	8 ft.	2.5	8130110	1	\$262.10	34 lbs	FHWA Standard					
"SLOW" YELLOW	8 ft.	2.5	8130110Y	1	\$274.60	34 lbs	CALTRANS					
"SOUTH"	8 ft.	2.5	81301013	1	\$360.00	41 lbs	FHWA Standard					
"STOP"	8 ft.	2.5	8130104	1	\$262.10	34 lbs	FHWA Standard					
"WEST"	8 ft.	2.5	8130125	1	\$273.50	34 lbs	FHWA Standard					
"XING"	8 ft.	2.5	8130107	1	\$275.90	33 lbs	FHWA Standard					
"XING" YELLOW	8 ft.	2.5	8130107Y	1	\$282.40	33 lbs	CALTRANS					
"YIELD"	8 ft.	2.5	8130127	1	\$286.80	41 lbs	FHWA Standard					
"NO PARKING"	12"	.30	89180135HS	1	\$135.40		90 mil White* - Series B					
"FIRE LANE"	12"	.30	89180121HS	1	\$119.50		90 mil White* - Series B					

The above dimensions are nominal sizes; package inserts include detailed dimensions and letter spacing.

\* Also available in red and yellow.







Example illustrations not drawn to scale





PreMark® Letters	and N					
DESCRIPTION	Size Imperial	Size Meters	Item Number	Quantity Per Pack	Unit Price	Remarks
Individual Letters or Numbers	4 ft.	1.25	8150002-(# or ltr)	1	\$ 59.70	FHWA Standard - 125 mil
Individual Letters or Numbers	8 ft.	2.5	8130002-(# or ltr)	1	\$ 75.70	FHWA Standard - 125 mil
Individual Letters or Numbers	10 ft.	3	8120002-(# or ltr)	1	\$ 95.60	FHWA Standard - 125 mil
Individual Letters or Numbers	6 in.	.15	89190002HS-(# or ltr)	1	\$ 12.40	Series B - 90 mil ViziGrip
Individual Letters or Numbers	12 in.	.30	89180102HS-(# or ltr)	1	\$ 15.60	Series B - 90 mil ViziGrip
Individual Letters or Numbers	24 in.	.61	89160002HS-(# or ltr)	1	\$ 34.50	Series B - 90 mil ViziGrip
Individual Letters or Numbers	<u> </u>		` ′	1	L	Series B - 90 mil ViziG

Letters/Numbers



6' x 13'

6' x 20'

6' x 6'

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NΑ	Lett	ers/	Nun	nbe	rs:	Cor	gn	lie	s wi	th N	TUN	CD											

1.8 x 4.0

1.8 x 6.1

1.8

1234567890

35 lbs

42 lbs

16 lbs

FHWA Standard

FHWA Standard

FHWA Standard

\$231.00

\$323.80

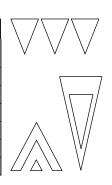
\$162.70

PreMark® Yield Markings/Hump Markings125 MDESCRIPTIONSize Imperial MetersSize MetersItem NumberQty. Per PackPrice Per PackWeight Per PackRemarksYield Line (Shark's Teeth)12" x 18".30 x .46823250325\$297.9027 lbsFHWA Standar												
DESCRIPTION						Weight Per Pack	Remarks					
Yield Line (Shark's Teeth)	12" x 18"	.30 x .46	8232503	25	\$297.90	27 lbs	FHWA Standard					
Yield Line (Shark's Teeth)	16" x 24"	.40 x .61	8231006	10	\$197.90	24 lbs	FHWA Standard					
Yield Line (Shark's Teeth)	24" x 36"	.61 x .91	8231002	10	\$226.90	30 lbs	FHWA Standard					

8230112HS

8230111HS

8230126HS



	PreMark® Handicap and			90 MIL				
Fig	DESCRIPTION	Size Imperial	Size Meters	ltem Number	Quantity Per Pack	Price Per Pack	Weight Per Pack	Remarks
Α	Handicap Symbol White	28"	0.71	89230536HS	5	\$290.40	25 lbs	FHWA/ADA
	Handicap Symbol Blue	28"	0.71	89230536BHS	5	\$290.40	25 lbs	FHWA/ADA
Α	Handicap Symbol White	39"	.97 x 1.0	89230520HS	5	\$370.20	30 lbs	
В	Handicap Kit White on Blue	40" x 40"	1.01 x 1.01	89230237HS	2	\$273.80	30 lbs	FHWA/ADA
В	Handicap Kit White on Blue	45" x 45"	1.1 x 1.1	89230232HS	2	\$333.60	35 lbs	Caltrans (Calif.)
В	Handicap Kit White on Blue	48" x 48"	1.25 x 1.25	89230230HS	2	\$350.40	39 lbs	
С	Handicap Kit White on Blue w Border	40" x 40"	1.01 x 1.01	PM6903172	2	\$315.00	30 lbs	FHWA SHS Book
	Lines Blue	4" x 3'	.10 x .91	PM600200	90 linear ft	\$189.00	38 lbs	
D	Electric Vehicle Pump Plug Blue/White	48" x 48"	1.25 x 1.25	PM6903188BL	1	\$210.00	20 lbs	Caltrans (Calif.)
Е	Electric Vehicle Pump Nozzle Blue/White	48" x 48"	1.25 x 1.25	PM6903189BL	1	\$210.00	20 lbs	FHWA

1

2



Yield Ahead Triangle

Yield Ahead Triangle

Speed Hump Marking







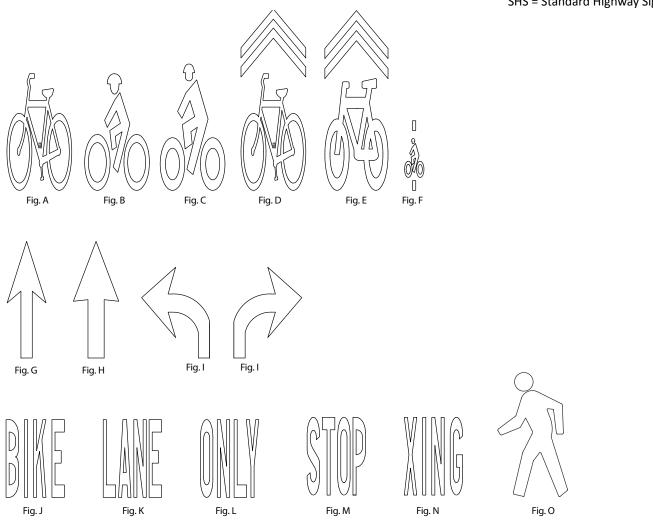


Fig. C	Fig. D

125 MIL PreMark® Blackout Material (Available in Black or Grey) Sq. Ft. Per Pack DESCRIPTION Size Imperial Size Meters Item Number Linear Ft. Per Pack Price Per Pack Weight Per Pack Blackout Material 4" x 3' 8452060BKQ 60ft / 18.28M \$119.40 .10 x .91 20 sq ft 28 lbs Blackout Material 6" x 3' .15 x .91 8452061BKQ 60ft / 18.28M \$170.50 30 sq ft 38 lbs Blackout Material 12" x 3' .30 x .91 8451064BKQ 30ft / 9.14M \$170.50 38 lbs 30 sq ft Blackout Material 24" x 3' .61 x .91 8450566BKQ 15ft / 4.57m \$170.50 30 sq ft 38 lbs

PreM	lark® Bike Lane / Pe	destrian M	larkings wi	th ViziGri	(+) add "L" for Left or	"R" for Right to	indicate facing	direction of marking 90 MIL
Figure	Description	Size	Meters	Pack Qty	Item Number	Pack Price	Pack Wt.	Remarks
Α	Bike symbol	6' x 3'4"	1.8 x 1	5	89230576(+)HS	\$871.50	35 lbs	FHWA Standard 2009 MUTCD
В	Bicycle Rider	6' x 3'4"	1.8 x 1	5	PM602006(+)	\$800.90	35 lbs	FHWA Standard 2009 MUTCD
С	Bicycle Rider	6'6" x 3'4"	2 x 1	5	89230524(+)HS	\$800.90	35 lbs	FHWA Standard - 2004 SHS Book
С	Bicycle Rider	8' x 4'	2.5 x 1.25	2	89230223(+)HS	\$379.10	30 lbs	
С	Bicycle Rider	4' x 2'	1.25 x .62	5	89230525(+)HS	\$549.40	25 lbs	
D	Shared Lane Symbol	9'4" x 3'4"	2.82 x .99	2	PM600833(+)	\$411.80	35 lbs	FHWA Standard 2009 MUTCD
E	Shared Lane Symbol	9'3" x 3'3"	2.82 x .99	2	892302464HS	\$411.80	35 lbs	
F	Bicycle Loop Detector	3'7" x 12"	1.09 x .30	5	89230577(+)HS	\$477.20	22 lbs	FHWA Standard 2009 MUTCD
G	Bike Lane Straight Arrow	6' x 2'	1.8	2	PM602005	\$137.00	14 lbs	FHWA Standard 2009 MUTCD
G	Bike Lane Straight Arrow	6' x 2'	1.8	5	PM602005-5PK	\$342.50	35 lbs	
Н	Bike Lane Straight Arrow	6' x 2'4"	1.8 x .69	2	89330268HS	\$137.00	24 lbs	FHWA Standard - 2004 SHS Book
1	Bike Turn Arrow	4'7" x 3' 6"	1.4 x 1.1	2	PM6902756(+)	\$137.00	24 lbs	
N/A	FHWA "PED"	4'	1.25	2	89150214HS	\$295.10	16 lbs	FHWA Standard
J	FHWA "BIKE"	4'	1.25	2	89150248HS	\$348.50	20 lbs	FHWA Standard
K	FHWA "LANE"	4'	1.25	2	89150213HS	\$348.50	20 lbs	FHWA Standard
L	FHWA "ONLY"	4'	1.25	2	89150202HS	\$348.50	20 lbs	FHWA Standard
М	FHWA "STOP"	4'	1.25	2	89150204HS	\$348.50	20 lbs	FHWA Standard
N	FHWA "XING"	4'	1.25	2	89150207HS	\$348.50	19 lbs	FHWA Standard
0	Pedestrian Symbol	8'	2.5	2	89230226HS	\$310.60	36 lbs	

SHS = Standard Highway Signs Book



	ark <sup>®</sup> Bike Contra ble in both PreMar							90 MIL
Figure	Description	Background Color	Size	Qty / Pack	PreMark ViziGrip Item Number	PreMark SK (Skid Only) Item Number	Price / Pk	Remarks
Α	Bicycle Symbol	Bike Lane Green	4'w x 7'h	1	PM6902767(+)VG	PMSK6902767(+)	\$272.00	FHWA Standard 2009 MUTCD
В	Bicycle Rider	Bike Lane Green	4'w x 7'h	1	PM6902766(+)VG	PMSK6902766(+)	\$272.00	FHWA Standard 2009 MUTCD
С	Bicycle Rider	Bike Lane Green	4'w x 7'h	1	PM6902765(+)VG	PMSK6902765(+)	\$272.00	FHWA Standard - 2004 SHS Book
D	Shared Lane Symbol	Bike Lane Green	4'w x 10'h	1	PM6902768(+)VG	PMSK6902768(+)	\$388.50	FHWA Standard 2009 MUTCD
Е	Shared Lane Symbol	Bike Lane Green	4'w x 10'h	1	PM6902769(+)VG	PMSK6902769(+)	\$388.50	
F	Bike Loop Detector	Bike Lane Green	4'w x 4'h	1	PM6902770(+)VG	PMSK6902770(+)	\$155.30	FHWA Standard 2009 MUTCD
G	Bike Straight Arrow	Bike Lane Green	4'w x 7'h	1	PM6902763VG	PMSK6902763	\$272.00	FHWA Standard 2009 MUTCD
Н	Bike Turn Arrow	Bike Lane Green	4'w x 7'h	1	PM6902762(+)VG	PMSK6902762(+)	\$272.00	
I	Bike Straight/Turn Combi	Bike Lane Green	4'w x 7'h	1	PM6902764(+)VG	PMSK6902764(+)	\$272.00	
J	FHWA "BIKE"	Bike Lane Green	4'w x 7'h	1	PM6902757VG	PMSK6902757	\$272.00	FHWA Standard
K	FHWA "LANE"	Bike Lane Green	4'w x 7'h	1	PM6902758VG	PMSK6902758	\$272.00	FHWA Standard
L	FHWA "ONLY"	Bike Lane Green	4'w x 7'h	1	PM6902759VG	PMSK6902759	\$272.00	FHWA Standard
М	FHWA "STOP"	Bike Lane Green	4'w x 7'h	1	PM6902760VG	PMSK6902760	\$272.00	FHWA Standard
N	FHWA "XING"	Bike Lane Green	4'w x 7'h	1	PM6902761VG	PMSK6902761	\$272.00	FHWA Standard

\*NOTE: Cost of PreMark SP Sealer is included in the Price.

















Fig. H

Fig. H







Fig. J



Fig. K





Fig. M



Fig. N

Fig. E Fig. D



Fig. F

_	PreMark® Bike Lane Green Linear* Available in both PreMark® ViziGrip and PreMark® SK material (with EF 2-Part Sealer)											
Figure	Description	Background Color	Size	Qty / Pack	PreMark ViziGrip Item Number	PreMark SK (Skid Only) Item Number	Price / Pk	Remarks				
N/A	24" Linear 90 mil	Bike Lane Green	24"x 36"	30 sq ft	89430566LGHS	PMSK89430566LG	\$210.00					
N/A	12" Linear 90 mil	Bike Lane Green	12" x 36"	30 sq ft	89431064LGHS	PMSK89431064LG	\$210.00					
N/A	6" Linear 90 mil	Bike Lane Green	6" x 36"	30 sq ft	89432061LGHS	PMSK89431068LG	\$210.00					

Pre	PreMark® Bike Contrast Panels White w/Black* (with EF 2-Part Sealer)													
Fig	Description	Background Color	Size	Qty / Pack	PreMark ViziGrip Item Number	Qty / Pack	VG Price / Pk	Remarks						
М	Bicycle Symbol	Black	4'w x 7'h	1	PM600723(+)	1	\$272.00	FHWA Standard						
N	Bicycle Rider	Black	4'w x 7'h	1	PM600847(+)-BK	1	\$272.00	FHWA Standard						
0	Straight Arrow	Black	4'w x 7'h	1	PM600728-BK	1	\$272.00	FHWA Standard						
Р	Shared Lane Symbol	Black	4'w x 10'h	1	PM600722L	1	\$388.50	FHWA Standard						









\*NOTE: Cost of EF 2-Part Sealer is included in the Price.

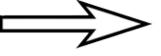
PreMark® Border Cont	rast Ma	rkings Li	nes an	d Legends		125 MIL	
DESCRIPTION	Size Imperial	Size Meters	Border Width	ltem Number	Linear Ft. / Qty. Per Pack	Price Per Pack	Weight Per Pack
Lines - White with border	4" x 3'	.10 x .91	1.5"	8431560CONT	45 ft /13.72m	\$161.90	35 lbs
Lines - Yellow with border	4" x 3'	.10 x .91	1.5"	8431560YCONT	45 ft /13.72m	\$166.60	35 lbs
Lines - White with border	5" x 3'	.12 x .91	1.5"	8431572CONT	45 ft /13.72m	\$185.40	39 lbs
Lines - Yellow with border	5" x 3'	.12 x .91	1.5"	8431572YCONT	45 ft /13.72m	\$190.60	39 lbs
Lines - White with border	6" x 3'	.15 x .91	1.5"	8431061CONT	30 ft /9.14m	\$138.90	31 lbs
Lines - Yellow with border	6" x 3'	.15 x .91	1.5"	8431061YCONT	30 ft /9.14m	\$142.70	31 lbs
Lines - White with border	8" x 3'	.20 x .91	3"	8431062CONT	30 ft /9.14m	\$215.90	47 lbs
Lines - Yellow with border	8" x 3'	.20 x .91	3"	8431062YCONT	30 ft /9.14m	\$222.20	47 lbs
Lines - White with border	12" x 3'	.30 x .91	3"	PM603034CONT	15ft / 4.57m	\$139.00	50 lbs
Lines - White with border	18"x3'	.45 x .91	3"	8431067CONT	15ft / 4.57m	\$185.10	60 lbs
RXR Retro Kit FHWA	Fits PMK	(8130103A	3"	PMK8130103A-CONT	1	\$325.10	40-50 lbs
RXR RETRO KIT NARROW	Fits PMK81	130103A-SP1	3"	PMK8130103A-SP1-CONT	1	\$325.10	40-50 lbs
AHEAD - White with border	8'	2.5	1.5"	8130106CONT	1	\$389.70	60 lbs
ONLY - White with border	8'	2.5	1.5"	8130102CONT	1	\$291.70	47 lbs
SCHOOL - White with border	8'	2.5	1.5"	8110101CONT	1	\$459.20	70 lbs
SCHOOL - Yellow with border	8'	2.5	1.5"	8110101YCONT	1	\$473.10	70 lbs
SCHOOL - White with border	10'	3	1.5"	8120100CONT	1	\$669.50	85 lbs
XING - White with border	8'	2.5	1.5"	8130107CONT	1	\$287.10	46.5 lbs
XING - Yellow with border	8'	2.5	1.5"	8130107YCONT	1	\$295.20	46.5 lbs
STOP - White with border	8'	2.5	1.5"	8130104CONT	1	\$298.90	47.5 lbs

For lines wider than 8", use white and black linear PreMark® material.





PreMark® Border		125 MIL					
DESCRIPTION	Size Imperial	Size Meters	Border Width	ltem Number	Qty. Per Pack	Price Per Pack	Weight Per Pack
Turn Arrow Left	8'2" x 6'3"	2.5 x 1.9	4"	PM300100LCONT	1	\$222.20	42 lbs
Turn Arrow Right	8'2" x 6'3"	2.5 x 1.9	4"	PM300100RCONT	1	\$222.20	42 lbs
Combi Arrow Standard Left	13'1" x 7'4"	4 x 2.24	4"	PM300300LCONT	1	\$447.90	53 lbs
Combi Arrow Standard Right	13'1" x 7'4"	4 x 2.24	4"	PM300300RCONT	1	\$447.90	53 lbs





PreMark® Block Con	PreMark® Block Contrast Markings (Requires EF 2-Part Sealer - included in price)										
DESCRIPTION	Weight Per Pack										
8' ONLY w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600700	1	\$588.50	40-50 lbs					
8' AHEAD w/ Block Contrast	10' x 9'	3 x 2.7	PM600701	1	\$714.70	40-50 lbs					
8' STOP w/ Block Contrast	8' x 9'	2.5 x 2.7	PM600705	1	\$588.50	40-50 lbs					
8' Turn Arrow w/Block Contrast	8' x 9'	2.5 x 2.7	PM600702-L	1	\$588.50	40-50 lbs					









PreMark <sup>®</sup> In-Lane Rumble Bar Kit (includes non-beaded bases + bars for proper application)										
DESCRIPTION	Size Base	Size Bars	Item Number	Linear Ft. / Pack	Price / Pack	Weight / Pack	Remarks			
Single RB Kit - White (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002	36 ft	\$158.30	39 lbs	250 mil bar			
Double RB Kit - White (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003	18 ft	\$157.10	37 lbs	250 mil bar			
Single Rumble Bar Kit - Black (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002BK	36 ft	\$162.00	39 lbs	250 mil bar			
Double Rumble Bar Kit - Black (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003BK	18 ft	\$160.70	37 lbs	250 mil bar			
Single Rumble Bar Kit - Yellow (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602002Y	36 ft	\$162.00	39 lbs	250 mil bar			
Double Rumble Bar Kit - Yellow (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602003Y	18 ft	\$160.70	37 lbs	250 mil bar			
Single RB Kit - Black Base/White Bar (12 bases + 12 bars)	4" x 3' base	2" x 3' bar	PM602009	36 ft	\$160.20	39 lbs	250 mil bar			
Double RB Kit - Black Base/White Bar (6 bases + 12 bars)	8" x 3' base	2" x 3' bar	PM602010	18 ft	\$158.90	37 lbs	250 mil bar			

Single Rumble Bar Kit

125 mil 4" base / 250 mil 2" bar



Double Rumble Bar Kit 125 mil 8" base / 250 mil 2" bar

				_
.5"	2"	3"	2"	.5"

PreMark® Cente	er and Edg	ge Line Rumble	e Bars and	Bases (S	Sold Separ	ately)
DESCRIPTION	Size Base	Item Number	Qty Per Pack	Price / Pack	Weight / Pack	Remarks
Rumble Bar - White	2" x 11"	PM605005	50	\$152.30	30 lbs	250 mil Bar
Rumble Bar - Yellow	2" x 11"	PM605005YW	50	\$152.30	30 lbs	250 mil Bar
Rumble Bar - Black	2" x 11"	PM605005BK	50	\$152.30	30 lbs	250 mil Bar
Base - White	4" x 12"	PM605004	60	\$146.60	26 lbs	125 mil Base
Base - Yellow	4" x 12"	PM605004YW	60	\$146.60	26 lbs	125 mil Base
Base - Black	4" x 12"	PM605004BK	60	\$146.60	26 lbs	125 mil Base

Pre	Mark® Interstate Shields / U	S Shiel	ds (Requi	r <b>es</b> EF 2-Part Se	aler - i	ncluded in pric	e) <b>125 M</b>	IL
Fig	DESCRIPTION	Size Imperial	Size Meters	ltem Number	Qty. Per Pack	Price Per Pack	Weight Per Pack	Remarks
Α	Interstate Shield (Red/White/Blue)	4' x 10'	1.22 x 3.05	8230100410IS-#	1	\$632.60	45-50 lbs	
Α	Interstate Shield (Red/White/Blue)	6' x 15'	1.82 x 4.55	8230100615IS-#	1	\$1,162.70	45-50 lbs	FHWA Std
Α	Interstate Shield (Red/White/Blue)	8' x 20'	2.44 x 6.10	8230100820IS-#	1	\$1,989.70	45-50 lbs	FHWA Std
Α	Interstate Shield (Red/White/Blue)	8' x 36'	2.44 x 10.92	8230100836IS-#	1	\$3,105.60	45-50 lbs	
В	US Shield (Black/White)	4' x 10'	1.22 x 3.05	8230100410US-#	1	\$594.40	45-50 lbs	
В	US Shield (Black/White)	6' x 15'	1.82 x 4.55	8230100615US-#	1	\$953.10	45-50 lbs	
С	Cardinal Direction - North (Blue/White)	9' x 10'	2.74 x 3.04	PM602843BVG	1	\$1,100.00	45-50 lbs	
D	Cardinal Direction - North (Black/White)	9' x 10'	2.74 x 3.04	PM602843BKVG	1	\$1,100.00	45-50 lbs	
	Cardinal Direction - South (Blue/White)	9' x 10'	2.74 x 3.04	PM602844BVG	1	\$1,100.00	45-50 lbs	
	Cardinal Direction - South (Black/White)	9' x 10'	2.74 x 3.04	PM602844BKVG	1	\$1,100.00	45-50 lbs	
	Cardinal Direction - East (Blue/White)	8' x 10'	2.43 x 3.04	PM602842BVG	1	\$975.00	45-50 lbs	
	Cardinal Direction - East (Black/White)	8' x 10'	2.43 x 3.04	PM602842BKVG	1	\$975.00	45-50 lbs	
	Cardinal Direction - West (Blue/White)	8' x 10'	2.43 x 3.04	PM602845BVG	1	\$975.00	45-50 lbs	
	Cardinal Direction - West (Black/White)	8' x 10'	2.43 x 3.04	PM602845BKVG	1	\$975.00	45-50 lbs	
	State Specific Route Shields	·						By Quote









PreMark® Manhole Protection Rings (Available in Black or Grey)									
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks		
Manhole Kit 8" I.D. Black	8" I.D.	.20 I.D.	8230252BKNB	2	\$138.10	15 lbs	125mil / ring		
Manhole Kit 10" I.D. Black	10" I.D.	.25 I.D.	8230240BKNB	2	\$157.00	17 lbs	125 mil / ring		
Manhole Kit 24" I.D. Black	24" I.D.	.61 I.D.	8230257BKNB	2	\$207.50	30 lbs	125 mil / ring		
Manhole Kit 26" I.D. Black	26" I.D.	.66 I.D.	8230241BKNB	2	\$214.50	35 lbs	125 mil / ring		
Manhole Kit 28" I.D. Black	28" I.D.	.71 I.D.	8230248BKNB	2	\$228.90	40 lbs	125 mil / ring		
Manhole Kit 32" I.D. Black	32" I.D.	.81 I.D.	8230242BKNB	1	\$130.50	25 lbs	125 mil / ring		

Each Manhole Kit consists of 3 rings at 125 mil thickness per ring. Other sizes available.

PreMark® Storm I		90 MIL					
DESCRIPTION	Size	Size Meters Item Number I		Pack Qty	Price/Pack	Weight/Pack	Remarks
"NO DUMPING" Blue/White	29" x 5"	.73 x .12	call - based on wording	15	\$358.70	30 lbs	Clean Water Act
"NO DUMPING" Blue/White	12" x 12"	.30 x .30	call - based on wording	15	\$358.70	30 lbs	Clean Water Act



NO DUMPING!
DIRAINS TO RIVER

29" x 5" 12 Options: Drains to... River, Creek, Bay, Ocean, Stream, etc.

12 / 12

PreMark® Adhes	PreMark® Adhesives										
DESCRIPTION	Size Imperial	Size Meters	Item Number	Qty Per Pack	Price Per Pack	Weight Per Pack	Remarks				
BUNDY® White	5" x 5"	.12 x .12	8430055	140	\$142.40	38 lbs	RPM Adhesive				
BUNDY® Yellow	5" x 5"	.12 x .12	8430055Y	140	\$142.40	38 lbs	RPM Adhesive				
BUNDY® Black	5" x 5"	.12 x .12	8430055BK	140	\$142.40	38 lbs	RPM Adhesive				
BUNDY® Blue	5" x 5"	.12 x .12	8430055B	140	\$142.40	38 lbs	RPM Adhesive				
SUPER BUNDY® Pad	8" x 8"	.20 x .20	8434056	80	\$214.90	40 lbs	100 mil each - use 2				
SUPER BUNDY® Strip	2" x 39"	.05 x 1	8434058	80	\$333.70	39 lbs	100 mil each - use 2				

<b>Equipment and A</b>	ccessories					
DESCRIPTION	Size	Item No.	Quantity	Price	Weight	Remarks
Flint 2000EX® Heat Torch	5" Nozzle	530100	1	\$ 938.20	11 lbs	Cylinder not included
C-20 LPG Cylinder	20 lb. capacity	530105	1	\$ 53.50	20 lbs	
C-40 LPG Cylinder	40 lb. capacity	530107	1	\$ 101.00	40 lbs	
StreetHeat SR28	24" Heating Width	EQ-SR28	1	\$8500.00		Infrared heater for large volume application
PreMark® Sealer	4 liters (covers 150 sq. ft.)	624206-4	1	\$ 44.10	7 lbs	Use sealer for PreMark®
PreMark® Sealer	20 liters	624206-20	1	\$ 203.60	50 lbs	applications on concrete
EF 2-Part Sealer Kit	Covers 100 sq. ft.	EF2PART#	1	\$ 85.00	11 lbs	2 pre-filled sealer cartridges, mixing nozzles, rollers, latex gloves
EF 2-Part Sealer Gun	300/600	4116280	1	\$ 78.00	6 lbs	Sealer not included
Corundum	50 lbs	720100	1	\$75.00	50 lbs	

## Flint Trading, Inc. (dba Ennis-Flint) Terms and Conditions of Sale

These Terms and Conditions of Sale set forth the terms and conditions upon which Flint Trading, Inc, dba Ennis-Flint ("Seller") will sell certain products to the buyer ("Buyer"). These Terms and Conditions and the Supply Agreement or Distributor Agreement or invoice to which these Terms and Conditions are attached (collectively, this "Agreement") constitute the final, complete and exclusive agreement between Buyer and Seller as to the sale of the products, and supersedes all prior oral or written agreements (whether express or implied, including implied by custom, practice, course of dealing, or otherwise) with respect to the same. Any attempted modification of this Agreement by Buyer, and any additional or different terms included in Buyer's purchase order, in any other document responding to any offer by Seller, or in subsequent documents, purchase orders acknowledgment requests provided by Buyer relating to any offer by Seller are hereby rejected unless conspicuously and expressly assented to in writing by Seller. Finally, Buyer acknowledges and agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by Seller, its employees, agents or representatives other then as expressly set out in this Agreement.

Price: All quotations and pricing must be in writing; oral quotations and pricing will not be binding upon Seller. Prices are subject to change without notice. Prices charged will be those in effect at the time of the acceptance of the order.

Acceptance: All orders are subject to Seller's acceptance in writing.

Taxes: The amount of any present or future sales, use, or any similar tax applicable to the products sold under this Agreement, and the amount of any other tax or charge now or hereafter imposed by law, upon, with respect to or measured by the production, sale, shipment, use or price of the products sold hereunder, shall be added to the prices contained herein and paid by Buyer. The Buyer agrees to reimburse the Seller for any taxes it might ultimately be obligated to pay as a result of this sale which normally would have been collected at the time of sale.

Payment: Seller's prices are calculated on a cash-with-order basis. Therefore, all orders are COD unless credit is already established by an acknowledged credit application. Terms on established credit accounts are net on presentation. Payments by credit card will be subject to a 3% fee, payable at the time of payment of the applicable invoice. Seller may defer shipments, alter payment terms, or terminate this Agreement if Buyer breaches any of the terms of this Agreement or fails to pay any invoice within 30 days. Seller may require cash payments, satisfactory security for future deliveries or other adequate assurances of performance if Buyer fails to pay any invoice when due or if Buyer's financial condition becomes impaired in the opinion of Seller. Buyer agrees to purchase, accept delivery of and pay for all products ordered and for which Seller has issued a confirmation. Buyer agrees to pay interest at a rate of 1½% (one and one-half percent) per month (18% per annum calculated monthly), on any unpaid balances past due over 30 days and to reimbures Seller for all costs, charges and expenses (including legal fees and disbursements) incurred by Seller as a result of any default by Buyer in complying with any term or condition of this Agreement or any invoice. Buyer grants to Seller a purchase money security interest in all products sold and in all proceeds thereof to secure payment and performance of all of Buyer's obligations under this Agreement. Buyer hereby authorizes Seller to file a purchase money security interest with the appropriate offices in any jurisdiction in which the product may be shipped to or utilized by Buyer. Buyer waives the rights to receive any financing statement, verification statement or other similar document prepared, filed and/or registered in connection with the security interest granted herein.

Product Changes: Ennis-Flint is constantly working to improve products. Therefore, in order to incorporate new technological advances, we reserve the right to alter chemical nature, specification, design or weight. Ennis-Flint shall not be required to modify goods already sold or in service.

Freight Policy: Unless otherwise indicated, all products shall be shipped F.O.B. Seller's facility. Unless otherwise provided in this Agreement, "F.O.B." shall be construed in accordance with the Uniform Commercial Code of the State of North Carolina, as the same may be amended from time to time. The risk of loss of such products shall pass to Buyer upon delivery to the shipper. Unless Seller accepts in writing specific instructions given by Buyer relating to shipment, arrangements shall be at Seller's option. Seller is not obligated to give notice of shipment dates. In all events Buyer shall reimburse Seller for extra freight charges and incidental costs incurred for products shipped at Buyer's request by means other than Seller's customary shipping methods. The time of delivery is not of the essence, and Seller will not be liable or responsible for any costs, charges, expenses, damages or for any penalty, liquidated or otherwise, for late or delayed delivery. All shipping dates are approximate and are, in any case, dependent upon prompt receipt from Buyer of all information, the date of shipment may, at Seller's option, be extended for a reasonable time, taking into consideration conditions at Seller's manufacting facility at such time. Where deliveries are to be made in one or more installments, whether of specified amount or not, each installment shall constitute a separate agreement and shall be paid for in accordance with the terms hereof, regardless of the claims of Buyer upon this Agreement or any other agreement or relating to products subject to this Agreement or any other products, and the failure to deliver any part of the installment shall not relieve Buyer from the obligation to accept and pay for other deliveries and installments under this Agreement.

Claims for Damage or Shortages: All products must be inspected by Buyer upon receipt, and all claims for shortages must be made to Seller in writing within 5 days after the receipt of the products. NO CLAIMS OF SHORTAGE MAY BE MADE AGAINST SELLER AFTER THE EXPIRATION OF SUCH FIVE DAY PERIOD. All preformed thempolastic products are shipped from our facility in good condition and packaged securely. Any shipment which arrives with visible signs of damage or missing packaging should be refused or thoroughly inspected with damage noted on the carrier's delivery ticket. Any claims for goods damaged (visible or concealed) must be made by the Buyer to the delivering carrier in writing within 14 days after receipt of the merchandise. On the 14th day after delivery of the products, Buyer shall be deemed to have accepted the products unless it earlier notifies Seller in writing and furnishes written evidence or other documentation as required by Seller that the products are damaged, defective or otherwise do not conform to the make listed in the applicable purchase order.

Restocking Charges: In no case are products to be returned to Seller for credit without prior notification to Seller, reasonable opportunity for Seller to inspect the same at the premises of Buyer and the receipt of written permission from Seller authorization such return. Any products returned without prior authorization will remain the responsibility of Buyer, and Seller shall have no responsibility related thereto. Products accepted by Seller for credit shall be subject to a minimum service charge of 15%, plus all transportation charges that are borne by Seller. All products must be securely packed to reach Seller without damage. Any cost incurred by Seller restore such products to marketable and as new condition will be charged to Buyer. If the return is caused by defect in the products attributable to Seller, and such return is authorized by Seller, full credit will be allowed, including all transportation charges. Returned merchandise will not be accepted after 90 days from the date of delivery.

Warranties: Ennis-Flint warrants preformed thermoplastic pavement marking products, unless otherwise specified, to the original buyer against material defects for a period of one year from the date of delivery of the goods. The foregoing warranty is the only warranty whatsoever, expressed or implied, relating to the products. In no event will Seller be liable for any claims related to the products if the products have been misused, altered, or incorporated into any other product. Such misuse, alteration, or incorporation shall be deemed to be a waiver of all claims by Buyer. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICUAR USE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY DOES NOT WARRANT THE ACCURACY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF PRODUCTS UNDER THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY REFLECTED IN THIS AGREEMENT. Seller shall be given, and any claim shall be subject to Seller being provided, a reasonable opportunity to investigate the products subject to any claim shall be subject to any representation or warranty with respect to the products with the products of th

Limitation of Seller's Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER OR OTHERWISE FOR ANY EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST SELLER, FOR ANY SUCH DAMAGES OR LOSS OF PROFITS, Except as provided in in the Warranty and this Limitation of Liability, Seller shall not be liable for damages of any kind including, but not limited to, product performance in Buyer's application(s). In addition, Seller will not be liable for removal and/or replacement of reflective products or retro reflective characteristics of any installed Seller's products unless agreed to in writing by the parties. In no event will Seller be liable for any claims related to the products after the products have been incorporated into any other product or subject to further processing. Such incorporation or such processing shall be deemed to be a waiver of all claims by Buyer. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THE SALE OR SET THE PRODUCTS, WHETHER IN LAW OR IN EQUITY OR WHETHER IN CONTRACT OR IN TORT, AND WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH OF OWARRANTY, BREACH OF CONTRACT OR EQUITABLE PRINCIPLES, OR OTHERWISE, IS EXPRESSIV LIMITED TO, AT SELLER'S OTHOR, REPAIR OR REPLACEMENT OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. All claims of any kind arising in connection with this Agreement or the sale or use of the products subject to seller being provided, a reasonable opportunity to investigate the products subject to any claim.

Important Notice: Before using any product from the Seller, the Buyer shall determine the suitability of the product for his or her intended use and the Buyer assumes all risk and liability whatsoever in connection therewith

Force Majeure: For purposes of this Agreement, a "Force Majeure Event" shall mean the occurrence of unforeseen circumstances beyond a party's reasonable control and without such party's negligence or intentional misconduct, including, but not limited to, any act by any governmental authority, act of war, natural disaster, fire, strike, boycott, embargo, supply or labor shortage or delay, riot, lockout, labor dispute, or civil commotion. Neither party shall be responsible for any failure to perform due to a Force Majeure Event provided that such party gives notice to the other party of the Force Majeure Event as soon as reasonably practicable specifying the nature and particulars thereof and the expected duration thereof; provided, however, that the failure of a Party to give notice of a Force Majeure Event shall not prevent such party from relying on this Section except to the extent that the other party has been prejudiced thereby. Upon the cessation of the Force Majeure Event, the party affected thereby shall notify the other party of such fact, and use its commercially reasonable efforts to resume normal performance of its obligations under this Agreement.

Intellectual Property Rights: All of the intellectual property related to the products sold to Buyer under this Agreement is the sole and exclusive property of Seller. This Agreement is not a sale of any intellectual property related to the products and Buyer has no title to, or ownership in, such intellectual property. Buyer shall not analyze or otherwise examine any of Seller's products for the purpose of reverse engineering the formulations for such products. Buyer shall not repackage the products or remove any trademarks or copyright notices. Buyer shall not use or seek to register any trademark which is identical to or confusingly similar to any trademark which Seller owns or claims rights in anywhere in the world. Buyer shall promptly and fully notify Seller if Buyer has knowledge of any actual or suspected infringement of any of Seller's intellectual property rights or any claim by any third party that the products infringe on the rights of any person.

Right to Set Off: Seller reserves the right to set off against any unpaid balance owing to Seller by Buyer, any sums owing by Seller to Buyer, whether arising out of this Agreement, any other agreement between Seller and Buyer, or otherwise.

Export Control: Buyer acknowledges that the products provided under this Agreement may be subject to U.S. Export laws and regulations, and Buyer will not use, distribute or transfer any product, except in compliance with such laws and regulations.

except in compliance with such laws and regulations.

Dispute Resolution: Any unresolved dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. Such arbitration shall be conducted by a single arbitrator in Greensboro, North Carolina. Any party may initiate arbitration of any dispute under this Agreement by giving written notice to the other party of the commencement of arbitration proceedings. Within ten days after receipt of notice initiating arbitration, Seller and Buyer shall select, from a list of arbitrators provided by the AAA office serving Greensboro, North Carolina, the arbitrator. If Buyer and Seller are unable to agree on the arbitrator, the arbitrator shall be selected by AAA. Seller and Buyer shall direct the arbitrator to the arbitrator, unless the arbitrator determines otherwise. Seller and Buyer shall direct the arbitrator to render a written decision within 30 days after the conclusion of all oral testimony. Except as set forth in this section, the then-current commercial arbitration rules of the AAA shall govern the conduct of any arbitration proceeding. Notwithstanding anything to the contrary contained herein, either party shall have the right to obtain injunctive relief to protect any rights or property of such party pending determination of the merits of the controversy. The arbitrator shall have the authority to order payment of damages, reimbursement of costs (including reasonable attorneys' fees), including those incurred to enforce this Agreement, and interest thereon in the event the arbitrator determines that a breach hereof has occurred. A decision by the arbitrator shall be final and binding. Judgment may be entered on the arbitrator's ward.

General Provisions: Failure of either party to exercise any of its rights under this Agreement upon one occasion shall not waive its right to exercise the same on another occasion. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of application of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to Buyer and Seller, Buyer and Seller agree to negotiate promptly in good faith to make appropriate changes and adjustment to achieve as closely as possible consistent with applicable law, the intent and spirit of such invalid provision. Buyer shall not assign or transfer this Agreement without the prior written consent of Seller; provided, however, that Buyer may assign this Agreement in connection with the sale (by merger, sale of stock, sale of assets, or otherwise) of all or substantially all of Buyer's business and assets. Any assignment or transfer of this Agreement in violation of this section shall be void. This Agreement may be modified only by an amendment expressly stated as such, signed by both parties.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to conflicts of laws principles. If any action is brought for the enforcement of an arbitrator's order pursuant to the arbitration provision, venue for such action shall be in Guilford County, North Carolina and each party irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Guilford County, North Carolina, (ii) waives the right to trial by jury, and (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid. Such courts, as applicable, shall have personal jurisdiction with respect to such party, and such party hereby submits to the personal jurisdiction of such courts.

Flint T&C 2017

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