

Terms and Conditions of Sale

Seller's acceptance of any order made by Buyer is subject only to the following general terms and conditions:

1. Controlling Terms and Conditions. The Buyer may use its standard forms (such as purchase orders) to administer each sale and purchase, but no provision in any such form shall have force or effect, and all printed language contained therein shall be considered to be stricken except as to the description and quantity of product(s) ordered, the desired delivery dates and instructions relating thereto, and confirmation of any prior agreement of the parties as to terms of payment.

2. Title and Risk of Loss. Title in and risk of loss of all products purchased and sold hereunder shall pass to Buyer upon delivery by Seller to carrier at shipping point. Goods billed and awaiting release are at Buyer's risk. Materials furnished by Buyer shall be insured by Buyer for fire, extended coverage and all other risk of physical peril.

3. Warranty:

- a. THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR USE OR PURPOSE, except that the material shall be of the quality specified herein, and none shall be implied by law. Except as otherwise provided herein, quality shall be in accordance with Seller's specifications. Final determination of suitability of the material for the use contemplated by Buyer is the sole responsibility of Buyer, and Seller shall have no responsibility in connection with such suitability. Therefore, Buyer should make its own tests to determine the suitability of the goods for their specific purpose. Further, the Buyer acknowledges that he examined the goods as fully as he desired before entering into the contract.
- b. Unless otherwise provided herein, with reference to materials furnished to Buyer, the Seller warrants only the Seller shall specifically agree to that the work will be performed in accordance with such specifications as in writing. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, MAKES NO WARRANTY OF FITNESS FOR PARTICULAR USE OR PURPOSE. NO WARRANTY OF MERCHANTABILITY. Without in any way limiting the foregoing, Seller assumes no responsibility and makes no warranties, express or implied, with reference to material furnished by Buyer for processing, such as factors of quality and weight.
- c. Seller having no control over Buyer's (or other's) use, disposition, subsequent processing, admixture or reaction of the product(s) sold with other products, chemicals or materials. Buyer assumes the entire responsibility therefore and agrees indemnify and hold Seller harmless from any claim, demand, or cause of action (by Buyer and/or others) arising there from, including but not limited to damages for infringement, whether actual or claimed, of any patents on processes practiced by Buyer or patents on products made by Buyer and damages, whether actual or claimed, caused by, resulting from, or in any way directly or indirectly connected with such use, disposition, subsequent processing, admixture or reaction of the product(s) sold with other products, chemicals or materials. Statements concerning use of the goods described herein are not intended as recommendations to use in violation of any patent or as a warranty or non-infringement of any patent.

4. Claims and Limits of Liability:

- a. No claim of any kind shall be greater in amount than Seller's sales or contract price with reference to the goods concerning which damages are claimed. Failure to give written notice within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of all claims in respect to such goods. No claim of any kind will be allowed with respect to goods after they have been used or processed or changed from original state of delivery.
- b. Seller's liability for non-conforming goods found to be such after Seller's inspection, shall be limited to return or replacement of the defective goods or at Seller's election, money damages not exceeding the Seller's sales or contract price. In no event shall Seller be liable for incidental or consequential damages and no charges of any kind either for labor, expenses or otherwise, suffered or incurred by the Buyer in replacing defective goods or occasioned by them will be allowed.
- c. Absolutely, no return of goods will be accepted and transportation charges for such returned good should not be paid, unless specifically authorized in advance in writing by the Seller.

5. Deliver. Delivery within thirty (30) days after the date specified in the contract for delivery shall constitute timely delivery shall constitute timely delivery hereunder. Quantity variations up to 5% shall be allowable and shall be deemed full and proper performance will reference to fulfillment of the contract quantity requirements.

6. Payment. Terms of payment applicable to this invoice are Seller's regular terms or those specifically quoted to Buyer and specified hereunder. In the event of any default in payment by the Buyer, or in the event Seller shall, at any time, deem itself insecure by reason of doubts as to the Buyer's financial conditions. Seller may decline to make further deliveries except upon receipt of payment or other security arrangements satisfactory to the Seller. The election by Seller to require such payment or security shall not impair the obligation of Buyer to take and pay for the contracted materials.

7. Freight; Taxes. All freight, express or delivery charges shall be added to the purchase price as a separate item and shall be paid for by the Buyer without being subject to benefit of any discount provisions. If any, contained in the terms of payment.

The Buyer shall be responsible for the payment of all taxes, excises or other charges with respect to the sale, production or transportation of the product sold hereunder, and shall fully reimburse the Seller for all expenditures, which the Seller may be required to make in connection with such taxes, excises or other charges.

8. Miscellaneous. This contract shall be construed in accordance with the laws of the State of Massachusetts and shall be binding