

GENERAL TERMS AND CONDITIONS

for Selling as of 11/06/2019

1. PRICES

Prices and shipping terms are EXW unless otherwise defined on the order acknowledgement. Prices are subject to change without notice. In addition to the purchase price, BUYER shall pay SELLER the amount of all governmental taxes, excises and/or other charges (except taxes on income) that SELLER may be required to pay with respect to the production, sale or transportation of any goods or performance of any services, except where the law otherwise provides.

2. TERMS OF PAYMENT, CREDIT, and LIEN

Invoices will be dated on date of shipment. SELLER will send invoices within one business day of date of shipment. All invoices are due payable net thirty (30) days from their date. The BUYER will pay a late charge of 1.5% for each month payment is delayed. SELLER may at any time alter or suspend credit, refuse shipment, or cancel unfilled orders, when in SELLER's opinion, the financial conditions of BUYER or the status of the account, warrants any such action, or when delivery is delayed by fault of BUYER, or when BUYER is delinquent on any payment. SELLER shall have a lien upon all material of the BUYER in SELLER's possession for any unpaid balance due to SELLER.

3. DELIVERY, ACCEPTANCE and TOLERANCES

Title in all goods shall pass to BUYER upon delivery by SELLER to carrier at shipping point unless otherwise indicated on the order acknowledgement.

BUYER shall inspect the goods furnished as soon as possible after delivery. Claims for shortage or rejection for defects must be made in writing by BUYER. Returns must be made only after prior written authorization by SELLER. Failure of BUYER to give SELLER written notice of a claim within fifteen (15) days of delivery shall be deemed unqualified acceptance of the goods delivered and a waiver by BUYER of all claims relating thereto or arising from the use thereof. No credit will be given on any goods returned which have been altered or damaged in any way.

Delivery of ten percent or less than the agreed quantity shall constitute fulfillment of the order and the BUYER shall accept and pay any excess not exceeding ten percent.

4. WARRANTY

Both parties comply with all laws applicable to them. SELLER warrants only that the goods shall be in conformity with SELLER's then-current quality standard. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. LIMITATION OF LIABILITY

SELLER is not liable for any loss (whether direct or indirect) of profit, revenue, anticipated savings, goodwill; any loss arising from business interruption or reputational damage; any indirect or consequential loss, regardless of whether any of these types of loss were contemplated by either of the parties at the time of contracting, unless such liability cannot be excluded or limited by law. SELLER's liability in respect of goods produced hereunder (whether under contract, tort, indemnity or otherwise) is expressly limited to replacement of nonconforming goods at the agreed shipping point. SELLER's liability shall in no event exceed the purchase price of the particular delivery with respect to which damages are claimed.

6. FORCE MAJEURE

Except for BUYER's obligation to make payments for goods delivered, neither party shall be liable for any failure of, or delay in performance caused by circumstances beyond the control of the party affected, including, but not limited to, acts of God, fire, flood, war, accident, labor trouble, shortage of or inability to obtain raw material feedstock, fuel or energy to manufacture products, plant shutdown or suspension of production operations, shortage of or inability to obtain materials, equipment or transportation, or compliance with any regulations, direction or request made by governmental authority or person purporting to act therefor. SELLER's obligation hereunder during such curtailment or cessation shall at its option be to apportion fairly among its customers, whether under contract or not, such goods, and SELLER shall not be required to purchase such goods or raw materials or other products from which it is derived to replace the supplies so curtailed or cut off. Deficiencies shall be cancelled from the order with no liability to either party therefor.

7. INFRINGEMENT

BUYER hereby agrees to indemnify and hold SELLER harmless against any loss resulting from infringement of patents or trade-marks, or claims of such infringement, or any other third party claims arising from BUYER's orders.

8. MISCELLANEOUS

a. This order constitutes the entire agreement and SELLER shall not be liable for, or bound in any manner by, any representations, guarantees or commitments except as specifically provided herein.

b. No modification of this order shall be of any force or effect unless in writing and signed by both parties. Any changes in or additions to the stated terms and conditions which may appear on BUYER's order, shall be of no effect.

c. This order may not be assigned by either party without the other's written consent thereto; except in either case to a subsidiary or affiliate, or in the event of assignment incidental to the sale, acquisition or merger of that portion of the business of the assigning party to which the agreement relates.

d. Any action against SELLER arising out of this order shall be commenced within one (1) year from the date such cause of action arises; otherwise, the same shall be barred notwithstanding any statutory period of limitations to the contrary.

e. In the event that any terms and conditions of this agreement are deemed un-enforceable or to be in violation of any law, ordinance, or regulation, the remaining terms and conditions shall remain applicable insofar as practicable not withstanding same.

f. All disputes arising under this order shall be settled by arbitration under the laws of the state in which the Seller is incorporated, the cost therefore to be borne by the party demanding arbitration.