TERMS AND CONDITIONS FOR SALE

The provisions set forth below and on the face of our Acknowledgement constitute all the terms and conditions of our contract. Unless promptly advised of any objection, we will fill your order as specified herein. Our acceptance and shipment of your order is expressly made conditional on your assent to the terms and conditions set forth in the paragraphs below, and no others. If you desire different or additional terms and conditions, please make them the subject of a separate letter. Any different or additional representations, terms or conditions must be expressly accepted by us in writing to become binding terms or conditions of any sale.

CORRECT ADDRESS FOR ALL REMITTANCES SHALL BE THE ADDRESS SHOWN ON THE FACE OF THE ACKNOWLEDGEMENT.

(1) PRICE TERMS. ALL PRICES ARE FREE CARRIER (FCA) OUR WAREHOUSE, INCOTERMS 2010, UNLESS OTHERWISE NOTED ON THE FACE OF THE ACKNOWLEDGEMENT. Payment shall be due in United States Dollars within thirty (30) days from the invoice date, unless otherwise indicated on the face hereof. A finance charge equal to the "Prime Rate" (as published in the Wall Street Journal) plus two percent points (2.0%) per annum shall be assessed on all unpaid balances not received when due.

(2) PRICE CHANGES. We reserve the right to increase the sale price and/or amend these terms and conditions at any time prior to the expected or requested shipment date, provided that written notice of such change or price increase is sent to Buyer at least ten (10) days prior to shipment. Buyer shall be deemed to have accepted such change or increase unless Buyer cancels the order, subject to reasonable charges for expenses incurred (including, but not limited to, processing fees, costs of manufacture, and costs of materials purchased in anticipation of the contract).

(3) SHIPPING. OUR PRODUCTS WILL BE SHIPPED FREE CARRIER (FCA), OUR WAREHOUSE, INCOTERMS 2010, UNLESS OTHERWISE NOTED ON THE FACE OF THE ACKNOWLEDGEMENT. Shipping dates are estimates and are given to the best of our knowledge based on conditions existing at the time your order is accepted. We will use reasonable efforts to ship within the time estimated, but failure to make shipment in the estimated time is not a breach of any contract or agreement. Buyer will not make any claim for damages or loss for late delivery or for damages occasioned by storage, storms, floods, strikes, lockouts, accidents, war, riots, or civil commotion, liability to obtain shipping space or raw materials, government regulations, or any other cause or contingency beyond our reasonable control (whether or not of the same kind or nature), and Buyer hereby waives any claim in respect of such damages.

(4) ACCEPTANCE. No claim made by Buyer relating to quantity, weight, condition, loss or damage to the products will be accepted by us after fifteen (15) days from the arrival of such Goods at the Buyer's location.

(5) BUYER'S ACCEPTANCE OF ANY GOODS supplied by, or on behalf of, Seller shall, without limitation, constitute acceptance of these Terms and Conditions.

(6) CREDITS. Buyer shall be subject to be charged interest on our Creditor balance at the Prime Rate, plus two percent points (2.0%) per annum, from the date of invoice. Our decision to approve from Buyer satisfactory security for the performance of Buyer's obligations. If Buyer fails to furnish satisfactory security, or information on which to base credit, or if in our opinion cannot, we may defer further shipments, or may at our option cancel the order or any unshipped balance. Our failure to exercise any right accruing from any default of Buyer shall not constitute a waiver of our rights and shall not impair our rights with respect to a particular default in or of any subsequent default of Buyer.

(7) WARRANTY AND LIMITATION OF LIABILITY. We warrant to Buyer that our products, if properly used, will perform in accordance with the written specifications or representations of Seller or Seller's authorized agents. Any warranty of merchantability or fitness for a particular purpose is hereby expressly disclaimed unless otherwise specifically agreed in writing. In no event shall Seller or Seller's authorized representative be liable to Buyer for any direct, indirect, special, incidental, punitive or consequential damages, or for lost data or lost profits, incurred by Buyer in connection with the sale or use of our products, even if Seller is advised of the possibility of such damages. This shall be our sole and exclusive remedy for breach of our warranty or otherwise.

(8) TAXES. Any sales, use or similar taxes, export or custom charges, tariffs, fees or other levies, taxes, duties, governmental charges or surcharges now or hereafter imposed upon any present or future law in connection with these transactions, or the collection of any such taxes, duties, governmental charges, fees or surcharges, or any other taxes, duties, governmental charges or surcharges now or hereafter imposed, and the collection of any such taxes, duties, governmental charges, fees or surcharges, or any other taxes, duties, governmental charges, fees or surcharges now or hereafter imposed, shall be paid by Buyer and be our exclusive responsibility.

(9) LIMITATION OF LIABILITY. Seller will defend Buyer against any claims, demands, losses, judgments, penalties, fines, costs (including expert and attorney fees and costs) arising out of or in any way connected with any act or omission of Buyer. The duty to defend as provided herein is separate and distinct from any duty to indemnify, and that Seller shall not be liable for any claim made by Buyer relating to quantity, weight, condition, loss or damage to the products, other than in accordance with the forgoing warranties are in lieu of all other warranties express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. Buyer hereby agrees that this exclusive remedy is adequate and appropriate and that Seller is not liable for any consequential, indirect, punitive, special, incidental, double, treble or enhanced damages.

(10) COMPLIANCE. Any and all representations, terms or conditions must be expressly accepted by us in writing to become binding terms or conditions of any sale. These Terms and Conditions may be amended from time to time at our sole discretion. Our decision to amend or to accept any new or additional terms and conditions of sale shall be final.

(11) PROPERTY HANDLED. Buyers (including replacements thereo) shall not impair our rights with respect to a parti

As of 05-25-2017