

TERMS AND CONDITIONS OF SALE

- 1 . Except as otherwise provided in conditions 2 and 3 hereof, Seller makes no warranty of any kind, express or implied, except that the items sold hereunder shall be of merchantable quality. Items are defined to include their containers.
2. Seller warrants that the sale of the items delivered hereunder will infringe no claim of any United States patent covering the item itself; but does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process. All items shipped pursuant to this agreement were produced In compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
3. The limited warranty granted in paragraph 1 is immediately void when any: item purchased hereunder is delivered or transferred into any drum, piping system, tank, or other container under the Buyer's control, Including Seller's containers that may be leased, or loaned to the Buyer on memo or deposit basis.
4. Buyer assumes all risk and liability resulting from the transportation, unloading, transfer, storage, handling, resale, labeling, use, alteration or disposal of the items, and nonreturnable or returnable containers covered by this order, whether used singly or in combination with other materials and further assumes all responsibility for compliance with all requirements of DOT, EPA, OSHA and any other regulatory agencies that may have jurisdiction over the aforementioned.
5. Seller's liability as to delivery ceases upon making delivery of items purchased hereunder to carrier at shipping point; the carrier acting as Buyer's agent. Items shall not be returned to Seller without Seller's permission. See our Returned Goods Policy.
6. Buyer acknowledges that any Item delivered under this agreement is, or may be suspected to be, hazardous to human health and Buyer assumes all risk and liability for the use thereof, Buyer shall familiarize itself and keep informed (without reliance on Seller) with respect to any hazards to persons or property involved in handling and using the item and the containers in which such Item is shipped; Buyer shall advise its employees, independent contractors, and others who handle and use the item for Buyer and shall take such action as is reasonable necessary to advise others of the suspected or proven hazards of the Item, including without limitation the customers of the Buyer, who are foreseeably ultimate users.

7. Due to the hazardous nature of any item sold hereunder, It Is recognized that the Buyer uses such item solely at the Buyer's risk, and that in no event shall the Seller be liable for direct, indirect, incidental, special, punitive, exemplary, speculative or consequential damages. Buyer's exclusive remedy hereunder shall be reimbursement of the purchase price of the Item with respect to which any claim is made whether such claim Is In respect to material delivered or for non-delivery, and whether or not based on negligence, breach of warranty or strict liability in tort.

8. No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the control of the Seller, including, but not limited to, Act of God, fire, flood, war, governmental action, accident, labor trouble or shortage, inability to obtain Items or. transportation. Quantities so affected may be eliminated without liability, but the order shall remain otherwise unaffected.

9. Seller assumes no obligation or liability for any training, technical advice, formulation, program, procedure, or recommendation furnished or the results obtained, all being provided and used at Buyer's risk.

10. All returnable containers used in connection with shipments remain the property of the Seller and are on loan to the Buyer who shall use them only for storage of Seller's items originally delivered therein and shall return them in good condition within 90 days of invoice date. Buyer shall pay a deposit at the time of shipment of Seller's current charge for such containers as security for their return. Upon return of such containers, Seller shall credit the original Buyer's account with the amount of said deposit; but if Buyer fails to return said containers within 90 days in good condition, and deposits shall become the property of the Seller.

A. Deposit containers are returnable for refund at Buyer's expense, unless picked up on Seller's own trucks at the time of subsequent deliveries to Buyer.

B. The Buyer assumes all responsibility to insure that empty containers returned are thoroughly drained, with all heads, vents, caps or plugs replaced and tightly closed, and that containers and shipping documents are correctly prepared In compliance with DOT or other applicable regulations.

11. The terms of payment applicable to this order are Seller's regular terms or those specifically quoted to Buyer, As part of these terms of payment, past due invoiced balances are subject to a monthly service charge not to exceed 1.5%, equivalent to annual percentage rate of 18% and consistent with the applicable laws covering such charges. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall

have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

12. Buyer shall reimburse Seller for all government imposed fees, taxes, excises or other charges which Seller may be required to pay upon the loan, lease, sale, production, transportation or disposal of Items ordered.

13. This order is not assignable or transferable by Buyer, in whole or part, except with the written consent of Seller.

14. All prices are subject to change without notice.

15. Buyer hereby grants to Seller a security interest in the items (collateral) sold, loaned, or leased by Seller to Buyer to secure payment of all obligations and indebtedness of Buyer to Seller. Buyer authorizes Seller to file a financing statement.

16. Any of the terms and provisions of Buyer's order which are inconsistent or at variance with the terms and provisions hereof shall not be binding on the Seller. This instrument contains all the terms and conditions with respect to the loan, lease, sale and purchase of the items named herein, and no modification of these terms and conditions shall be of any force unless such modification shall be signed by the party claimed to be bound thereby.

17. This contract shall be governed by the laws of The Commonwealth of Mass.

18. Price - Sale is made at price in effect at time of shipment.

19. Terms of Payment - Payment will be made within terms specified on the face of the Invoice for material received in lawful money of the United States of America. All sales, use excise or other taxes imposed upon the production, sale or shipment of the goods sold hereunder shall be added to the price and are for the account of the Buyer.

20. Weights and Containers - Shippers weights shall govern except in case of proven error. Where shipment requires use by Seller of returnable containers title of containers remains with Seller. A deposit in an amount specified by Seller must be paid when goods are paid for. To receive a refund for deposit containers, Buyer must keep containers in good condition and return them in same condition as received within ninety (90) days of receipt.

21. Demurrage - Seller delivery equipment is furnished with understanding Buyer will use all reasonable effort to unload within the tariff period. Delivery time exceeding the tariff period will be charged to the account of the Buyer.

22. Warranty - Seller warrants title and that all goods sold hereunder conform to Seller's current specifications. SELLER MAKES NO WARRANTY AS TO MERCHANTABILITY OF THE GOODS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's only obligation shall be to replace nonconforming goods without charge providing claim is in writing and received by Seller within thirty (30) days of delivery of goods.

23. Claims for weight, quality, loss or damage to the goods shall be deemed to have been waived unless made in writing to Seller within thirty (30) days of arrival of goods.

24. THIS DOCUMENT CONSTITUTES THE FULL UNDERSTANDING OF THE PARTIES AND NO TERMS OR CONDITIONS PURPORTING TO MODIFY THIS DOCUMENT SHALL BE BINDING UNLESS MADE IN WRITING AND SIGNED BY THE BOUND PARTY WITHIN TEN DAYS.

RETURNED GOODS POLICY

1. All requests for returns must be approved in writing by the General Manager and the Regulatory Control Manager or Office Manager.
2. Our receiving department, drivers, and salespersons cannot accept items for return or repair unless they have an approved merchandise return authorization from the Order Department listing each item, or a properly completed work order for repairs.
3. Returned items are subject to inspection, testing, restocking charge, and reprocessing before credit allowance can be processed.
4. Items approved for return must be shipped F.O.B. destination freight prepaid in their original unopened containers to the designated location of our choice. Invoice dates are considered shipping dates.
5. Credit allowance can only be given to the original purchaser, based upon the lesser of the original invoiced price or current market, less Seller's freight cost for original delivery.