The provision 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 agreement to such 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.

ALL CORRESPONDENCE ON ANY ORDER SHOULD BE MAILED TO THE ADDRESS SHOWN ON THE FACE OF THE ACKNOWLEDGEMENT.

1. PRICE TERMS. ALL PRICES ARE FREE CARRIER (FOC) 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%) shall be assessed after such time.

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 restocking fees) and work executed by us or our suppliers, at least ten (10) working days prior to the expected or requested shipment date.

3. SHIPPING. OUR PRODUCTS WILL BE SHIPPED FREE CARRIER (FOC), 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 on or before the date of such contract is not to be construed as a breach of this contract because of a partial shipment, strikes, shortages, lockouts, accidents, wars, riot or civil commotion, inability 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 as the causes or contingencies already specified).

4. ACCEPTANCE. No claim made by Buyer relating to quantity, weight, 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. Buyer's acceptance of any Goods shipped by, or on behalf of, Seller shall, without limitation, constitute acceptance of these Terms and Conditions.

5. CREDIT. Any change in the price, right prior to making any shipments to require 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 his account is in arrears, 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 or in case of any subsequent default.

6. WARRANTY AND LIABILITY OF CONFORMANCE. To the extent of any requirements set forth in our Acknowledgement, we warrant only the condition at the time of shipment. Further, the Buyer acknowledges that the sole responsibility for the performance of the Services, and the results obtained therefrom, is with Buyer. The above described and illustrated Goods are sold on the following warranty and limitation of liability conditions.

a) The 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, express or implied, that extend beyond the description on the face hereof. Buyer hereby agrees that this Exclusive Warranty shall be Buyer's sole and exclusive remedy. If Seller is found to be at fault, AND IF ANY WARRANTY IS DEFECTIVE, THEN SELLER'S ENTIRE LIABILITY (AND THE ENTIRE LIABILITY OF OUR SUPPLIERS) WILL BE TO REPAIR OR REPLACE THE DEFECTIVE WANTED GOODS IN THE PRESCRIBED MANNER OR REFUND THE PURCHASE PRICE OR GIVE BUYER AN ALLOWANCE THEREFOR. CONSEQUENTIAL DAMAGES FOR PURCHASED HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT OR LOSS SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY (WHETHER LOSS INCLUDES, WITHOUT LIMITATION, PROPERTY HANDED OR PROCESSED BY THE USE OF THE PRECIPITATES OR ANY OTHER GOODS OR ANY OTHER GOODS MANUFACTURED OR SOLD BY SELLER).

7. HANDLING AND USE OF OUR PRODUCTS. Even if we offer recommendations or suggestions for the use of our products, it is solely Buyer's responsibility to determine whether a product is suited for the specific needs of your application. Any such advice or recommendation is intended to be used as a guide and is not a substitute for the Buyer's own engineering judgment. Buyer assumes all risks and liabilities arising from unloading, discharge, storage, handling, installation, and use of our products, including use of such products as part of or in connection with other equipment. Buyer assumes full responsibility for compliance with all governmental laws, rules and regulations governing unloading, discharge, storage, handling, installation and use of our products. Buyer agrees to indemnify us, our agents or employees to comply with the terms set forth herein or to follow instructions, warnings or recommendations furnished by us in connection with any products delivered to Buyer under this agreement.

8. PRODUCT IMPROVEMENTS. We reserve the right to continuously improve our manufacturing processes in a manner that drives cost and/or quality improvement as long as the results satisfy form, fit and function. A process change is a change that would affect the form, fit, function and/or performance of the Product. The duty to defend as provided herein is separate and distinct from the duty to indemnify, and shall arise immediately upon the tender of any action, suit, proceeding, investigation or inquiry against Buyer 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 the duty to indemnify, and shall arise immediately upon the tender of any action, suit, proceeding, investigation or inquiry against Buyer arising out of or in any way connected with any act or omission of Buyer. The provision set forth below and on the face of our Acknowledgment 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 agreement to such 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.

9. SECURITY INTEREST. To secure prompt payment of the purchase price for the Goods, Buyer hereby grants to us and our affiliates, successors and assigns a purchase money security interest and/or general security interest in our products, and assignee or assignee of such security interest or, as the cause or contingency above enumerated) shall not subject us to any liability. Acceptance of the shipment by Buyer shall constitute a waiver of all claims due to delay in delivery.

10. CREDIT. Shipments and deliveries shall be subject to approval of our Credit Department. We reserve the right, prior to making any shipments, to require 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 his account is in arrears, 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 or in case of any subsequent default.

As of 05-25-2017