



## CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title to, and all risk of loss of any material sold hereunder shall pass to Buyer at the point of physical delivery.

2. **CREDIT.** Each delivery to be made hereunder shall be subject to receipt of cash or to formation of suitable credit arrangements by Buyer with Seller. If payment is not made in accordance with the terms thereof, or is at any time in the Seller's judgement Buyer's credit standing has been impaired, Seller may withhold delivery of any material to be sold hereunder until, in the case of future deliveries, satisfactory cash payments or credit arrangements have been made, and in the case of goods already delivered, satisfactory security arrangements have been made for payment of all outstanding balances. If Buyer fails, neglects or refuses to make cash payments or credit arrangements satisfactory to the Seller, or to comply with the terms thereof, Seller may, without waiving any other remedies it may have against Buyer, terminate the contract without further liability on Seller's part. Buyer shall be fully liable for any costs of collection, including a reasonable attorney's fee. There will be a late charge of 1 ½ % of any outstanding balance for each month or part thereof for which payment is delayed beyond the 30 days.

3. **STANDARD ARBITRATION CLAUSE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

4. **FORCE MAJEURE.** Deliveries may be reduced or suspended by the Seller in the event of: Act of God; war; riot; fire; explosion; accident; flood; sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, or orders; breakage or failure of machinery or apparatus; national defense requirements; or any other event beyond the reasonable control of Seller or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgement); which event makes impracticable manufacturer transportation of a shipment of the material or of a raw material or intermediate upon which the manufacture of the material is dependent. If, because of any such event, it is impracticable for Seller to supply the total demand for the material, Seller may allocate its available supply of material, without obligation to purchase similar material from other sources, among itself and its customers on such basis as it determines to be equitable. Deliveries suspended under this section shall otherwise be canceled without liability, but this contract shall otherwise remain unaffected. In the event that deliveries hereunder have been suspended due to force majeure for any consecutive three (3) month period, either party may cancel this contract upon thirty (30) days written notice.

5. **GENERAL WARRANTIES OF SELLER.** Seller warrants as follows: (a) all material supplies hereunder will conform to the description stated on the front side hereof; (b) upon payment of the purchase price Buyer will receive good title to all such material free from any lien, encumbrance or lawful security interest. Except for the foregoing warranties, SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Seller, upon request, may furnish to Buyer such technical advice as it may be able to supply with reference to the use by Buyer of any material delivered hereunder. Seller, however, assumes no obligation or liability for the advice given or results obtained. Buyer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless Seller against any liabilities, costs or expenses resulting therefrom.

6. **MATERIAL SAFETY DATA SHEET.** Seller will make available to Buyer, upon request, a material safety data sheet which sets forth information concerning the material and describes certain precautions to be taken in the storage and handling of the same. Buyer shall thereafter be deemed to have knowledge of all such information and precautions disclosed in said material safety data sheet and shall be responsible for conveying the same to persons who may be exposed to the material.

7. **LIMITATION OF REMEDY.** Promptly upon receipt of all material delivered hereunder Buyer shall inspect such material for any damage, defect or shortage. All claims for shortage or non-delivery and any claim for damage or defect which would reasonably be discoverable in the course of such investigation shall be waived unless Buyer shall notify Seller of the same within thirty (30) days after the receipt of the material to which the claim relates. Seller shall have the right to cure any alleged non-conformities up until the date specified for the time of performance (i.e. delivery). In any event, Buyer's exclusive remedy for shortage or damaged or defective material (whether or not occurring as a result of Seller's alleged negligence or gross negligence) or any other cause whatsoever shall be for an amount not exceeding the contract price, or, at Seller's option, the repair or replacement of such material. Seller shall not be liable for, and Buyer assumes responsibility and agrees to hold Seller harmless for property damage resulting from the handling, possession, use or resale of the material whether the same is used alone or in combination with other substances. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of material shall not be paid unless authorized in advance by Seller. Buyer hereby represents and warrants that Buyer has no claims of any kind against Seller and assumes responsibility for any claims arising out of Buyer's purchase or use of any of Seller's goods or services.

8. **ENTIRE AGREEMENT: MODIFICATION: GOVERNING LAW.** These Conditions of Sale and any other written contract executed by both Buyer and Seller, under which this sale is made constitute a full understanding of the parties and a complete and exclusive statement of the terms of agreement. No modification or waiver of any such terms and conditions shall be of any force or effect unless made in writing and signed by the party claimed to be bound thereby, nor shall any modification of the same be effected by the acknowledgment or acceptance of purchase orders or shipping instruction conditions at variance with or in addition to those set forth herein. Any and all such varying terms and conditions are expressly limited to the terms hereof, plus any additional terms to which the Seller consents in writing. BY ORDERING FOR SHIPMENT OR ACCEPTING ANY MATERIAL, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN ANY SUCH CONTRACT. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF CONNECTICUT. Exclusive venue for any action arising out of this Agreement shall be in Hartford County, Connecticut, and you hereby consent to such jurisdiction and venue.