GENERAL TERMS AND CONDITIONS OF SALE

1. Basis of Sale. All products and services furnished by Seller are sold on the terms and conditions stated herein. Buyer’s acceptance of any proposal or contract is expressly made conditional upon Buyer’s agreement to such terms and conditions.

2. Force Majeure. If, in Seller’s reasonable judgment, any contingency beyond the reasonable control of either party including, but not limited to, acts of God, war, riots, strikes, lockouts, acts of official agencies, shortages of raw materials, power, equipment, field, transportation, containers, breakdown of machinery or labor disputes, or other causes beyond the reasonable control of the party shall delay or prevent Seller from making delivery, or otherwise affect Seller’s performance, then Seller shall, at its option, be excused from the performance of the contract or from delivery for the period of time, if any, that such causes shall delay delivery or performance.

3. Acceptance/Return. Buyer’s acceptance of any proposal or contract is expressly made conditional upon Buyer’s agreement to such terms and conditions. These terms and conditions shall take precedence over any terms and conditions contained in Buyer’s purchase order or other similar form or in any documentation incorporated by reference in Buyer’s purchase order. In the event Buyer’s purchase order is different from or inconsistent with these terms and conditions, the terms and conditions set forth herein shall, in each case, become part of any agreement between Seller and Buyer unless expressly agreed to in writing by a duly authorized representative of Seller.

4. Payment. Unless otherwise set forth on Seller’s invoice, payment terms are Net 30 days from the date of invoice. Payment and discount terms due date is calculated from the date of the invoice to the date the payment arrives in Seller’s lockbox. Seller reserves the right to require a deposit, or a fee in lieu of interest, at the highest rate allowed by the law on all overdue accounts, plus all costs associated with the collection of such overdue accounts (including, without limitation, attorneys’ fees), with each fraction of a month counted as a full month. Seller reserves the right, at its option, to alter any or all of the terms and conditions of any purchase order at any time.

5. Retention of Title/Security Interest. Seller shall have, and Buyer hereby grants to Seller, a security interest in all products and proceeds therefrom until such time as the entire purchase price has been paid in full. Buyer shall cooperate with Seller in the execution of any documentation required to evidence Seller’s security interest in the products. Seller reserves the right, at its option, to alter any or all of the terms and conditions of any purchase order at any time.

6. Inspection/Acceptance/Return. Buyer’s acceptance of any products is expressly made conditional upon Buyer’s agreement to such terms and conditions. These terms and conditions shall take precedence over any terms and conditions contained in Buyer’s purchase order or other similar form or in any documentation incorporated by reference in Buyer’s purchase order. In the event Buyer’s purchase order is different from or inconsistent with these terms and conditions, the terms and conditions set forth herein shall, in each case, become part of any agreement between Seller and Buyer unless expressly agreed to in writing by a duly authorized representative of Seller.

7. Order Cancellation/Rescheduling. Buyer may not cancel a purchase order accepted by Seller without the express written consent of Seller.

8. Warranty. The warranties provided by Seller are as follows: (i) Seller warrants that all new and unused products furnished by Seller shall be free from defects in material and workmanship under normal use for a period of one year from the date of manufacture of such products, provided that such products are stored in accordance with Seller’s storage instructions. Product construction and product performance characteristics are subject to standard industry tolerances. The foregoing warranty extends only to Buyer, the original purchaser, and extends to the extent applicable, in lieu of any and all other warranties, terms and conditions. The warranties, representations, indemnities, and guarantees with respect to any products sold by Seller to Buyer, and in lieu of any other obligation on the part of Seller, express or implied, or arising by law or custom, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

9. Limitation of Liability. Seller shall not be liable for any indirect, special, or consequential damages, whether foreseeable or unforeseeable, including, without limitation, damage to property or equipment, loss of profits, lost goodwill, cost of purchased or replacement products, claims for service interruptions, impairment of other assets, or otherwise, and whether arising out of breach of warranty, breach of contract, negligence, misrepresentation, or otherwise. In no event shall Seller’s liability exceed the cost of the products at issue.

10. Indemnification. Buyer shall indemnify and hold harmless Seller and shall pay to Seller the monetary value of any losses (including all attorney’s fees and related costs and expenses) arising, directly or indirectly, from or in connection with: (i) Buyer’s use of the products and (ii) any negligence or willful misconduct of Buyer.

11. Force Majeure. Seller shall be excused from performing in the event of acts of God, strikes, riots, fires, war, revolution, civil commotion, acts of a public enemy, acts of terror, assertions by third parties of infringement claims, late or non-delivery by suppliers to Seller, lack of adequate production capacity, failure or delay in plant start-up, breakdown of machinery, shortage of fuel, labor disputes, extravagance, loss or damage to raw materials, equipment, or property, the making of contracts or agreements with other parties, acts of local, federal, or foreign governmental prohibitions or limitations on performance, any act, law or regulation of any government with jurisdiction over Seller, and all other contingencies beyond the reasonable control of the party claiming excuse which render performance by such party impracticable. In the event of shortage of production or supply of products for any reason, Seller reserves the right to allocate its supplies of products to itself as well as to unaffiliated customers, as it deems equitable.