

	<b>Work Instruction</b> <b>Terms and Conditions of Sale</b> <b>Consumables</b>	<b>Page 1 of 1</b> <b>Revision 0</b>
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1. **Sale of Goods:** Goods covered by this Invoice are sold subject to the terms and conditions contained herein. Acceptance of or payment for the Goods by Buyer shall constitute acceptance by the Buyer of the terms and conditions hereof. The terms and conditions set forth herein shall constitute the contract between the parties, and any additional or contrary provisions contained in Buyer's purchase order or any other document including, but not limited to, shipping documents, shall not be part of this contract. All orders are subject to written acceptance by Seller at its office from which the Goods described herein are shipped to Buyer, either Southington, CT or Brenham, Texas, USA.

2. **Price and Terms of Payment:** Sale is made at the price in effect at the time of shipment. All payments shall be made in U.S. dollars. Standard payment terms are net 30 days from the date of this invoice, unless otherwise set forth on this invoice. On accounts not paid within the terms set forth on this invoice, interest will be collected at the rate of 1.5% per month on the unpaid balance, beginning on the date on which payment is due, but not to exceed the maximum amount permitted by law. If Buyer shall fail to pay any amount when due, Seller may, at its option, without prejudice to other lawful remedies, suspend further shipments and deliveries under this agreement, and no forbearance, course of dealings or prior payments shall effect this right of Seller. If at any time Buyer's financial responsibility becomes impaired or in Seller's opinion inadequate to meet the obligations hereunder, the Seller may change or withdraw the terms of credit and if withdrawn require cash or satisfactory security before making shipment under this contract. Buyer shall pay reasonable expenses incurred by Seller for collection from Buyer of money due and unpaid, including reasonable attorneys' fees. In that this invoice evidences a commercial transaction, as defined in Connecticut General Statutes 52-278(a), Buyer does hereby waive notice and hearing under Section 52-278(a) through (g), inclusive, of the Connecticut General Statutes or any similar statute relating to any writ for prejudgment remedy prepared by Seller.

3. **Freight:** Terms are F.O.B. place of shipment, unless otherwise agreed to by Seller in writing. Seller's title passes to Buyer and Seller's liability to deliver ceases upon making delivery of the Goods in good condition to carrier at shipping point. Seller assumes no responsibility or liability for loss of, damage to, or consequences from loss or damage to the Goods after delivery to the carrier, who shall be deemed to be Buyer's agent, and the shipment shall therefore be at Buyer's risk. Shipments are made by the least expensive method unless otherwise expressly specified and are routed at Seller's discretion. All shipping costs are borne by Buyer.

4. **Weights and Containers:** Seller's weights shall govern, except in the case of proven error. Goods shall be placed and shipped in suitable packages, the nature of which shall be determined by Seller, except where otherwise expressly specified. No charges will be made for packing or casing any Goods shipped in standard packages. Where special cases are required or other than standard packing is necessary, the expenses involved will be charged to Buyer. Returnable containers are the property of Seller. Buyer shall be liable to Seller for any damage to returnable containers. In no event shall returnable containers be sent back to Seller freight collect without written permission of Seller.

5. **Delivery:** Estimates of delivery are made by Seller in good faith but not guaranteed. Every effort will be made to fill orders within the time promised but under no circumstances will the Seller assume the responsibility for any damages growing out of or owing to any delays whatever. Unless otherwise expressly agreed in writing, Seller shall have the right to make shipments in installments, and each installment may be separately invoiced and shall be paid as billed without regard to subsequent shipments. Delay in shipment of any installment or failure to ship any installment shall not relieve Buyer of its obligation to accept remaining installments, except where otherwise expressly agreed to in writing. Buyer's failure to pay for any installment as and when due shall excuse Seller from further production and delivery and all other duties arising out of this contract. In the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting its rights under this order. If Seller elects to continue to make shipments, despite any default by Buyer, Seller's action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for such default. Seller shall not be held responsible for any delay or failure to perform its obligations hereunder in whole or in part due directly or indirectly, without limitation, to war, epidemics, flood, acts of God, accidents, shortage of transportation, blockades, embargoes, federal, state, municipal or any other governmental action or regulation, strikes or other labor troubles, fire, damage to or destruction in whole or in part of merchandise or manufacturing plant, lack of or inability to obtain Goods, labor, fuel or supplies, restraining orders or injunctions of any court or judge or any other causes, contingencies or circumstances within or without the United States not subject to its control which prevent or substantially hinder the manufacture, shipment or delivery of the Goods, any of which shall, without liability, excuse Seller from further performance of this agreement or, at its election, extend the time of performance by the time or times measured by any such cause or causes of delay. In any event, if any shipment shall be delayed three or more months because of any of the aforesaid causes, either party shall have the right by written notice to the other to cancel that shipment, and the balance, if any, of this contract, and, in such event, neither party shall be liable to the other for any losses or damages arising out of such cancellation. In the event of inability to supply the total demands for the Goods in this order, Seller may allocate its available supply among any or all purchasers on such basis as it may deem fair and practical without liability for any failure of performance which may result therefrom.

6. **Additions to Price:** In addition to the prices quoted, all applicable county, state or federal taxes or other taxes or duties shall be paid and borne by Buyer, and Buyer shall reimburse the Seller in the event that the Seller is required to pay the same by any taxing authority. Where Buyer requires tests or inspection not regularly provided by Seller, Seller will charge Buyer for the actual costs for such tests or inspections unless otherwise specified.

7. **Acceptance:** All Goods are inspected before shipment. Buyer shall inspect the Goods immediately upon receipt and shall give written notice to Seller of the precise nature of any claim that the Goods supplied hereunder are defective in material, workmanship or of any quantity objection. Such written notice shall be given within five (5) days of receipt. In every case, the weights found in the shipment must be given, and also the method used in arriving at a count of the Goods. Seller shall thereupon be afforded a prompt and reasonable opportunity to inspect the Goods at a location specified by Seller. If Buyer shall fail to give such notice or provide such opportunity to inspect, the Goods shall be deemed to conform to the terms of the contract and Buyer shall be bound to accept and pay for the Goods in accordance with the terms of the contract and shall be barred from bringing any claims against Seller with respect to such shipment. Buyer expressly waives any rights Buyer may have to revoke or refuse acceptance if the aforesaid five-day notice provision is not complied with. Before returning any Goods, Buyer must receive written authorization from the Seller to return the Goods. If Goods are returned without such written authorization, they will be refused delivery at Seller's receiving dock. If Buyer's claim is sustained and the Goods furnished are proved defective to satisfaction of both parties, Buyer's exclusive remedy for claims against Seller shall be (a) if the claim is for a shortage, to require Seller to make up the shortage within 90 days of Seller's receipt of the notice or (b) if the claim is for defects, to return the nonconforming Goods to Seller collect by the cheapest means of shipment within 30 days after receiving authorization from Seller whereupon Seller at its election shall repair or replace the same or repay the price thereof. The aforesaid obligation of Seller to repair or replace defective Goods or repay the purchase price shall be the limit of Seller's liability and Buyer's exclusive remedy for defective Goods or workmanship or shortages and under no circumstances shall the liability of Seller for breach of any provisions herein exceed the purchase price of the Goods. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF SELLER'S BREACH OF ANY PROVISIONS HEREOF, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR PRODUCTION BY BUYER.

8. **Warranties:** THE SELLER HAS MADE NO WARRANTY THAT THE GOODS COVERED BY THIS CONTRACT ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT. SELLER'S RECOMMENDATIONS OR INSTRUCTIONS, ORAL, WRITTEN OR ELECTRONICALLY TRANSMITTED REGARDING THE USE OF THE GOODS SHIPPED ARE BASED UPON EXPERIENCE AND INFORMATION BELIEVED TO BE RELIABLE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SPECIFIED HEREIN OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR PROXIMATE DAMAGES FOR BREACH OF WARRANTY OR NEGLIGENCE.

BUYER ASSUMES ALL RISKS AND AGREES TO INDEMNIFY AND HOLD THE SELLER HARMLESS AGAINST ALL CLAIMS AND LIABILITY (INCLUDING LIABILITY BASED ON A CLAIM THAT SELLER IS NEGLIGENT) ARISING: (1) OUT OF ANY PROPERTY MADE IN WHOLE OR IN PART FROM THE GOODS SUPPLIED UNDER THE TERMS OF THIS CONTRACT; AND (2) AS A RESULT OF USE OF THE GOODS SUPPLIED UNDER THE TERMS OF THIS CONTRACT.

Buyer acknowledges that the Goods may be or become considered as Hazardous Goods under various laws and regulations. Seller has or shall have furnished to Buyer Goods Safety Data Sheets, concerning the Goods where appropriate. Buyer agrees to disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may be exposed to such hazards, including but not limited to, Buyer's employees, agents, contractors, visitors and customers. BUYER STATES THAT IT IS FAMILIAR WITH AND EXPERIENCED IN THE NATURE, TRANSPORTATION, STORAGE, HANDLING, USE, DISPOSAL AND/OR WASTE TREATMENT OF THE GOODS DESCRIBED IN THIS INVOICE AND ACKNOWLEDGES THAT THE SAME REQUIRE SPECIAL CARE. BUYER ASSUMES ALL RESPONSIBILITY RESULTING FROM OR IN ANY WAY CONNECTED WITH THE POSSESSION, TRANSPORTATION, STORAGE, HANDLING, USE, DISPOSAL AND/OR WASTE TREATMENT OF THE GOODS SOLD HEREUNDER, EITHER SINGLY OR IN COMBINATION WITH OTHER PRODUCT(S).

9. **Consequential Damages:** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM DELAY IN OR FAILURE OR INADEQUACY OF PERFORMANCE.

10. **Restrictions Imposed by United States Export Control Laws:** Buyer agrees that it will comply fully with the export control laws and regulations of the government of the USA with respect to the disposition of the products purchased hereunder and the commercial and technical data and information and other publications supplied by the Seller. Without limiting the foregoing, the Buyer will not export, re-export, sell or transfer, directly or indirectly any chemical products made by Seller, or technical information or data related thereto (i) to any country, person or entity to which the U.S. Government or any agency thereof prohibits such export, re-export, sale or transfer, or (ii) to any country for which the U.S. Government or any agency thereof requires an export license or other governmental approval, without first obtaining such license or approval.

11. **Cancellation, Modification and Termination:** Orders placed cannot be cancelled or deliveries held up except with Seller's written consent and upon terms which will indemnify Seller against all loss. This contract shall not be modified or terminated, and no modification, termination or waiver of the standard terms and conditions set forth herein shall be valid unless expressly agreed to in writing. No waiver of any default hereunder shall be deemed a waiver of the obligation of future compliance, and any provision waived shall remain in full force and effect.

12. **Arbitration:** If any dispute or disagreement arises between the Seller and the Buyer with reference to the interpretation of any of the terms or conditions of the sale or of any matter arising out of or from the contract between the Buyer and Seller relating to the Goods covered under such contract, except with respect to the nonpayment of the invoice price by Buyer, at the election of the Seller, the matter shall be referred to the American Arbitration Association in Hartford, Connecticut, USA, for arbitration in accordance with its rules, and the decision of said association shall be final and binding upon both parties, and judgment upon any award thereon may be entered in any court having jurisdiction thereof. The arbitrators shall not have the authority to award exemplary, punitive or consequential damages to any party. The expense of such arbitration shall be shared equally by Seller and Buyer.

13. This contract shall be governed by and according to the laws of the State of Connecticut. In the case of sales outside of the United States, the parties explicitly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14. **Notice:** Any written notice or other communication to be given under this agreement to Seller shall be sent in English by facsimile transmission or e-mail and by mail, postage prepaid, to the sales office which services Buyer's account at one of the following addresses:

REM Chemicals, Incorporated  
325 West Queen Street  
Southington, CT 06489 USA  
Fax: 860-621-8822  
e-mail: [sales@remchem.com](mailto:sales@remchem.com)

REM Chemicals, Incorporated  
2107 Longwood Drive  
Brenham, TX 77833 USA  
Fax: 979-277-0309  
e-mail: [sales@remchem.com](mailto:sales@remchem.com)