



1. Buyer shall pay, in addition to the prices stated, the amount of any sales, use or similar taxes with respect to the materials sold. Due to Federal/State tax laws, Seller will be required to charge sales tax, where applicable, until a valid, signed resale/equipment tax certificate is received.

2. Seller's records as to the weights, volumes and quantities of materials shipped shall govern except in case of proven error.

3. INITIAL ORDERS ARE SHIPPED COD CASH OR CERTIFIED CHECK UNLESS/UNTIL PRIOR COORDINATION IS MADE. VISA, MASTERCARD AND DISCOVER ARE ACCEPTED. Open account privileges are available for customers having an acceptable payment history. Extension of open account privileges are of the sole discretion of Seller. Seller reserves the right to alter, compromise, accelerate, extend or exchange the terms of sale without notice. Should a credit availability be granted by Seller, all decisions with respect to the extension or continuation shall be in the sole discretion of Seller. Seller may terminate any credit availability within Seller's sole discretion at any time without notice. Seller may require Buyer to provide some form of Security to Seller in consideration of credit extension. Upon approval agreed in writing by seller, the terms of payment under this application shall be NET THIRTY (30) DAYS FROM THE DATE OF INVOICE, or as otherwise determined by SELLER, and shall be made in United States funds immediately available without discount. Seller shall not be entitled to set off against payments owing any amounts owing or alleged to be owing from Seller to Buyer for adjustments, set-offs or claims hereunder.

4. Seller warrants that the material sold hereunder shall meet Seller's standard written specifications. Buyer shall inspect the material for shortages and visible defects upon delivery and shall note them on carrier's receipt. Within thirty (30) days after each shipment reaches the destination designated by Buyer, Buyer shall further inspect the material and promptly notify Seller in writing of any other defects. Failure to so inspect, or notify shall waive all claims and defenses against Seller based on shortages or defects reasonably discoverable by inspection.

Buyer shall determine within thirty (30) days after receipt of each shipment by testing and all other means, the suitability of Seller's materials for Buyer's particular purpose of purposes, regardless of whether disclosed to any Seller's representatives. The sole remedy of Buyer for materials not meeting Seller's standard written specifications shall be replacement by Seller of a like amount of material after reasonable opportunity to investigate Buyer's claim. THE WARRANTY CONTAINED IN THE PARAGRAPH IS PROVIDED IN PLACE OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY. Seller shall not be liable for subsequent special damages. Buyer agrees that it will not rely upon, and Seller does not authorize, any representations, warranties or agreements made by any of Seller's representatives, except as set forth herein and in Seller's written specifications. In connection, Buyer acknowledges that Seller's advertising material is intended only to present brief summary descriptions of Seller's materials for potential buyers and is not intended to substitute for testing of such materials and compliance with Seller's written specifications. Further, notwithstanding such technical consultation as may be furnished by Seller, Buyer agrees to hold Seller harmless against any liability resulting from Buyer's use or resale of such materials after processing or combinations with other materials.

If Seller agrees to accept items for return or credit, it is the Seller's sole option to charge an appropriate restocking fee, at the Seller's discretion. Seller requires a reasonable period of time process credit memorandum and issue check payable to Buyer.



5. Seller shall not be liable for any failure to deliver or any delay in delivery which shall be caused, directly or indirectly, and in whole or in part, by fire; flood; rain or windstorm; explosion; machinery or equipment breakdown; sabotage; strike or work stoppages; civil disturbances; war (whether or not officially declared); voluntary or mandatory compliance with law or regulation or a policy of any governmental department or agency or the order of any court; shortages of labor, raw materials, equipment, fuel or power; unavailability or delays of transportation facilities; any act of God; or any other causes beyond the reasonable control of Seller. In any such events, Seller shall use its best efforts to allocate available supplies of the materials covered by this agreement proportionately among its customers including Buyer.

6. Any modifications of these Standard Terms and Conditions shall not be binding on Seller unless signed on behalf of Seller by a representative authorized to do so, regardless of whether Seller commences shipping material ordered hereunder and accepts payment therefore.

7. Risk or loss of damage to materials shall be sold shall pass to Buyer upon deliver to the carrier. In the event of loss or damage in shipping, Buyer shall obtain a written statement from the carrier's representative as to the circumstances of the loss or damage and deliver a copy to Seller.

8. Any provisions contained in Buyer's purchase orders which are not consistent with these Standard Terms and Conditions are not accepted by Seller.

9. Orders shall not deemed acceptable by Seller until received and acceptance is acknowledged by Seller.

10. BUYER AGREES THAT IN EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THE ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS.