

Terms and Conditions

1. Parties/Definitions. Chemineer, Inc., Edlon, Inc., Pfadler, Inc. as listed on the front hereof as providing Products (as defined below) or services, is a party to this Agreement and is referred to herein as "Seller", and the person or company purchasing as indicated on the front hereof will be referred to as "Buyer". All materials, goods, or work described on the front hereof, regardless of type, will be referred to as "Products".

2. Prices/Payment. The prices stated herein do not include any charges for installation or any sales, use, or other taxes unless so stated specifically. Sales, use, or other taxes will be added to invoice prices in those instances in which Seller is required to collect them from Buyer; provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay the same to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to the taxing authority. At Seller's option, prices may be adjusted to reflect any increase in the costs to Seller resulting from state, federal or local legislation, or any change in the rate, charge, or classification of any carrier. Unless otherwise specified by Seller, for Products sold from a US location for shipment to another US location, all prices and terms of sale are F.O.B. Seller's factory from which shipment is made, and for all Products sold from a US location for shipment to another country, all prices and terms of sale are FCA (Incoterms 2000) Seller's factory from which shipment is made. Unless otherwise specified by Seller, payment will be net/cash 15 days from date of invoice. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys' fees. Buyer shall make no set-off deduction without Seller's written consent.

3. Title/Risk of Loss. Regardless of the manner of shipment, title to any Products and risk of loss or damage thereto shall pass to Buyer upon tender to the carrier at the factory of Seller, except in those instances in which delivery is made by Seller's vehicles. Unless otherwise stated herein, Buyer may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify Seller against all loss and additional expense, including, but not limited to demurrage, handling, storage and insurance charges.

4. Delivery Time/Force Majeure. All delivery dates are approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay. Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage of breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the Products; failure of any party to perform any contract with Seller relative to the production of the Products; or from any cause whatsoever beyond Seller's control, whether or not such cause be similar or dissimilar to those enumerated. Seller shall notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the Products. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable under this Section. If by request of Buyer with the written consent of Seller, shipment is delayed beyond the original delivery date for a reason other than as set forth above in this Section 4, Buyer will pay a reasonable charge for storage and other expenses caused by the delay, and after the delay is ended, the Agreement will be completed at the prices previously agreed upon and on the terms as set forth herein.

5. Warranty. Seller warrants Products manufactured by it to be free from defects in material and workmanship, under normal and proper installation and use in accordance with instructions of Seller, for a period of one year from the date of installation or eighteen (18) months from the date of shipment from Seller's factory, whichever is earlier. Seller's liability under such warranty or in connection with any other claim relating to the Products shall be limited to the repair, or at Seller's option, the replacement or refund of the purchase price, of any Products or parts or components thereof which are returned to Seller freight prepaid and which are defective in material or workmanship. Products or parts or components thereof which are repaired or replaced by Seller will be returned to Buyer freight collect. Seller makes no warranty with regard to Products which are not manufactured by Seller, or Products that have been repaired or altered by Buyer or some third party.

EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, REGARDLESS OF WHETHER SELLER MAY HAVE BEEN NEGLIGENT OR THE FORM OF ACTION WHETHER ARISING FROM CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM (WHETHER ARISING IN CONTACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

7. Cancellation. After acceptance by Seller, neither this Agreement nor any orders hereunder shall be subject to cancellation by Buyer except with Seller's consent and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damage.

8. Inspection of Products. Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless such shortages are reported to Seller within 20 days after the date of shipment of the Products from Seller's factory. No other claims against Seller will be allowed unless asserted in writing within 60 days after the date of shipment of the Products from Seller's factory or, in the case of an alleged breach of warranty, within 60 days after the date on which the defect is or should have been discovered by Buyer. In making any claims relating to the Products, including claims under the Seller's warranty as set forth herein, and provided that such date is within the warranty period, Buyer shall comply fully with such warranty terms as in effect on the date of shipment of the Products from Seller's factory. Any lawsuit or other action based upon breach of this Agreement or upon any other claim arising out of any sale hereunder (other than an action by Seller for any amount due to Seller from Buyer) must be commenced within one year from the date of the tender of delivery by Seller to the carrier or Buyer, as applicable, or, in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which the defect is or should have been discovered by Buyer.

9. Intellectual Property Infringement. Seller shall not be liable for, and shall have no duty to provide insurance against any damage or loss to any goods or materials of Buyer which are used by Seller in connection with any agreement or order governed by this Agreement. Where any Product is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Seller against and shall hold Seller harmless from all loss, damage and expense arising out of any suit or claim against Seller for infringement of any patent, trademark, or copyright because of Seller's manufacture of such Product or because of the use or sale of such Product by any person. Upon Seller's request, Buyer shall appear in and assume the defense of the litigation.

10. Design Modifications. Seller shall have the right, with prior approval from Buyer, to alter or modify the Seller's design and construction of the Products ordered under this Agreement and substitute other material where the Seller deems it to be appropriate.

11. Title to Drawings, Designs and Specifications. Any specifications, drawings, notes, instructions, engineering notices or technical data of Seller coming into the hands or control of the Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. The Seller shall at times retain title to all such documents and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller. Upon the completion, cancellation or termination of this Agreement or any order hereunder, Buyer shall promptly return all such documents to Seller.

12. Further Assurances. If the Seller shall at any time doubt the Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security satisfactory to Seller in advance. If Buyer fails in any way to fulfill or comply with the Terms and Conditions as set forth herein, or otherwise fails to fulfill any additional conditions as agreed upon by Buyer and Seller, Seller may defer further shipments until such default is corrected and may at the option of Seller treat such default as refusal by Buyer to accept further shipments hereunder.

13. Export. If the Products are to be exported, all orders hereunder are subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Custom declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not export or reexport the Products or any goods or items which incorporate the Products if the export or reexport would violate the export or import laws of the United States or any other applicable jurisdiction. .

14. Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Seller shall have the right to assign to any person or entity into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.

15. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

16. Legal Compliance. Seller certifies that any Products manufactured by Seller will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of the Occupational Safety and Health Act of 1970, as each Act may be amended from time to time, as applicable to the manufacture of such Products.

In the event that the Products are to be used in whole or in part for the performance of government contracts, and where the dollar value of such Products exceeds, or may in any one year exceed \$10,000, the provisions of the Equal Opportunity Clause, as promulgated by Executive Order 11246, dated September 24, 1965, as amended, are incorporated by reference. The provisions of the following affirmative action clauses are incorporated by reference: 41 CFR 60-250.5(a) relating to the Vietnam Era Veterans Readjustment Assistance Act of 1974 and 41 CFR 60-741.5(a) relating to Section 503 of the Rehabilitation Act of 1973. Compliance with safety and health laws and regulations relating to the use of any equipment or Products is the sole responsibility of Buyer, and unless otherwise stated on the front, Seller makes no representations with respect thereto.

17. Entire Agreement. If the Products covered hereby are being sold pursuant to a distributorship or other such agreement between the parties, the terms set forth herein are intended to be in addition to, and not in lieu of, the terms and conditions set forth in such agreement. In the event of any inconsistency between the Terms and Conditions set forth herein and terms of such other agreement, the terms of such other agreement shall govern to the extent of the inconsistency.

Effective Date: 09/01/09