

GENERAL CONDITIONS OF SALE

Before you place your orders, please read this agreement carefully. This agreement is applicable to any orders we received.

1. Except as expressly stated herein, the seller does not warrant the Material covered by this agreement in any manner whatsoever, and no Warranty, expressed, implied or statutory is made by the seller. Furthermore, Seller specifically makes no representation or warranty that the material is Merchantable or fit for a particular purpose.
2. Seller always load the packaging in accurate quantity, however, shortage or overloading of less than one percent (1%) of the net weight will be allowed.
3. the material is delivered as per any specified terms concluded between Seller and Buyer under conditions stated by INCOTERMS 2000.
4. Buyer will make examination and test of each shipment on arrival at destination. Any claims against seller or producer will be waived unless made in writing and received by seller within thirty (30) days after arrival of the material at destination. Maximum liability of seller or producer if any, on account of inferior quality or defective condition, delay, failure to ship or from any other cause shall be to refund if paid, otherwise to credit to buyer, the purchase price of that part of the material which is subject to the condition or cause on which claim is based. No claim shall be allowed for any cause as to material which has been treated or processed in any manner. No material shall be returned for credit by buyer without prior written consent of seller.
5. Buyer assumes all risks and liability for results of the use of the material, including any change made in the composition or form thereof or its use in combination with other materials. In no event will seller be responsible for any claims of consequential damages from defects in material and workmanship.
6. Seller, upon buyer's request, may furnish technical advice with reference to the use of the material sold hereunder, if and to such extent as seller has such advice conveniently available, but it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at buyer's risk, and seller shall not be responsible or liable for the advice or assistance given or the results thereof.
7. Neither seller nor producer shall be held responsible for failure or delay in shipping, nor buyer for failure or delay in accepting material hereunder if such failure is due to act of god, war, federal or state legislation or any regulations or orders there under, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials or other causes, either similar or dissimilar to the foregoing, beyond the control of the party in default, provided, however, that any shipments made by seller before receipt of written notice from buyer that the latter cannot accept shipments because of any such cause shall be accepted and paid for. In event of any such excused interference with shipments the quantity provided for in the contract shall be reduced accordingly.

(to be continued)

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8. Prices are subject to change by seller without notice. However, on orders accepted for shipment within sixty days, prices in effect at the time of acceptance will apply unless the shipment is delayed beyond sixty days from the date of acceptance. On any order or any part of an order shipped sixty days or more after the date of acceptance, whether the delay is in accordance with the terms of the order or is from any other cause whatsoever, prices in effect at time of shipment will apply. Before making any shipment at a price in excess of that stated in the accepted order, seller will notify buyer, stating in the notice what part of the order is to be shipped at such higher price and thereupon buyer shall have the right to cancel the part of the order to which the increased price applies.

If any change of the international business policy by the seller's government, the seller can change the price at the time of such policy being effective.

9. All orders are subject to written acceptance by seller by fax or by email.

10. Returnable drums and other containers, which will be billed extra at seller's current schedule of prices, remain seller's property. Buyer shall protect them and be responsible for any loss of or damage to any of them from any cause whatever while in buyer's possession; and shall return them in good condition in accordance with the terms shown on the face of invoice, for credit or refund.

11. Seller reserves the right to discontinue deliveries of any material the manufacture, sale or use of which in its opinion would involve patent infringement.

12. This agreement shall be deemed separable as to the materials sold. Buyer may not refuse to accept any lot or portion of the material shipped hereunder on the ground that there has been a failure to deliver any other lot or that material of any other lot was nonconforming.

13. The contract consists of buyer's order and seller's acknowledgement, or the sales contract, including these conditions of sale, but excluding any provisions of the order which conflict with, or which are in addition to, the acknowledgement or conditions of sale. No changes in or additions to the contract shall be made except in writing signed by the parties.

(end)