

## Conditions of Sale

1. **TITLE AND RISK OF LOSS.** Title to and all risk of loss of any material sold hereunder shall pass to buyer at the point of shipment upon tender of delivery.
2. **CREDIT.** Each delivery to be made hereunder shall be subject to receipt of cash or to credit arrangements made by Buyer with Seller. If payment is not made in accordance with the terms thereof, or if at any time in Seller's judgment Buyer's credit standing has been impaired, Seller may withhold delivery of any material to be sold hereunder until in the case of future deliveries, satisfactory cash or credit arrangements have been made and, in the case of goods already delivered, satisfactory security arrangements have been made for payment of all outstanding balances. If Buyer fails, neglects or refuses to make cash or credit arrangements satisfactory to Seller, or to comply with the terms thereof, then Seller may, without waiving any other remedies it may have against Buyer, terminate the contract without further liability on Seller's part.
3. **FORCE MAJEURE.** Deliveries may be reduced or suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or action; breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the material or of a raw material or intermediate upon which the manufacture of the material is dependant. If, because of any such event, it is impracticable for Seller to supply the total demand for the material, Seller may allocate its available supply of material, without obligation to purchase similar material from other sources, among itself and its customers on such a basis as it determines to be equitable. Deliveries suspended under this section shall be deliveries hereunder have been suspended due to force majeure for any consecutive three (3) month period; either party may cancel this contract upon thirty (30) days written notice.
4. **GENERAL WARRANTIES OF SELLER.** Seller warrants as follows: (a) all material supplied hereunder will conform to the description stated on the front side hereof; (b) upon payment of the purchase price Buyer will receive good title to all such material free from any lien, encumbrance or lawful security interest; and (c) the material sold hereunder shall be of merchantable quality. Except for the foregoing warranties and the patent warranty contained in the following paragraph, SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Seller, upon request, may furnish to Buyer such technical advice as it may be able to supply with reference to the use by Buyer of any material delivered hereunder. Seller, however, assumes no obligation or liability for the advice given or results obtained. Buyer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless Seller against any liabilities, costs or expenses resulting there from.
5. **PATENT WARRANTY.** Seller warrants that neither the use alone nor sale in its original state of any material delivered hereunder will infringe the claims of any United States patent covering material itself. Seller agrees that it will defend any suit and defray the entire costs thereof that may be instituted against Buyer on account of any claims infringement of a United States patent in use alone or sale in its original state of any material delivered hereunder, provided that Seller is promptly notified by Buyer of the suit and is given control of the suit to the extent that such amount is attributable to Seller's material delivered hereunder. Seller after notification of suit by Buyer may at its own option and as an alternative to defending the lawsuit either procures for Buyer the right to continue using said material or replace said material with a non-infringing material. The foregoing states the entire liability of Seller for patent infringement by Seller's material.
6. **MATERIAL SAFETY DATA SHEET.** Seller will make available to Buyer upon request a material safety data sheet which sets forth information concerning the material and describes certain precautions to be taken in the storage and handling of the same. Buyer shall be responsible for knowing all such information and precautions disclosed in said material safety data sheet and conveying the same to persons who may be exposed to the material.
7. **LIMITATION OF REMEDY.** Promptly upon receipt of all material delivered hereunder Buyer shall inspect such material for any damage, defect or shortage. All claims for shortage or non-delivery and any claim of damage or defect which would reasonably be discoverable in the course of such investigation shall be waived unless Buyer shall notify Seller of the same within thirty (30) days of receipt of the material to which the claim relates. In any event, Buyer's exclusive remedy for shortage or damaged or defective material (whether or not occurring as a result of Seller's alleged negligence or gross negligence) or any other cause whatsoever shall be for damages and Seller's liability shall in no event exceed the purchase price of the material in respect of which the claim is made, or, at Seller's option, the repair or replacement of such material. Seller shall not be liable for, and Buyer assumes responsibility for all personal injury and property damage resulting from the handling, possession, use or resale of the material, whether the same is used alone or in combination with other substances. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of material shall not be paid unless authorized in advance by Seller. Buyer hereby represents and warrants that Buyer has no claims arising out of Buyer's purchase or use of any of Seller's goods or services. Any action for any loss or damage with respect to the goods or services covered hereunder must be commenced by Buyer within one year after Buyer's cause of action has accrued.
8. **PRICES.** Prices quoted may be changed without notice. Buyer agrees to pay the net amount within the terms stated on the face hereof from the date of the invoice. Past due accounts shall be subject to a finance charge on any unpaid balance in the amount of 1 ½ % per month, or at the maximum rate legally permitted if less than such amount. We reserve the right to ship 7% over the quantity ordered for all items produced to order. All shipped quantities will be billed at the ordered price for that item.
9. **SALES AND USE OR OTHER TAXES.** The amount of any sales, use or other tax or duty, however designated, levied or based on the price of the goods, shall be added to the price quoted and billed to and paid by Buyer as if originally included herein. If Seller is required to pay any such tax or duty, Buyer shall reimburse Seller therefore or, in lieu of such payment, shall provide Seller with appropriate exemption certificates or other documents acceptable to taxing or customs authorities.
10. **SOLVENCY.** Buyer represents and warrants the Buyer is not insolvent.
11. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW.** These conditions of Sale and any other written contract, executed by both Buyer and Seller, under which this sale is made, constitute the full understanding of the parties and a complete and exclusive statement of the terms of the agreement. No modification of waiver or any such terms and conditions shall be of any force or effect unless made in writing and signed by the party claimed to be bound thereby nor shall any modifications of the same be affected by the acknowledgement or acceptance of purchase orders or shipping instruction forms or any other document containing terms or conditions at variance with or in addition to those set forth herein or in any such contract, all such varying or additional; terms being hereby objected to, BY ORDERING FOR SHIPMENT OR ACCEPTING ANY MATERIAL BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN ANY SUCH CONTRACT. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF PENNSYLVANIA AND ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF PENNSYLVANIA, IN WHICH THE PARTIES CONSENT TO PERSONAL JURISDICTION. IN ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT THE PREVAILING PARTY SHALL BE AWARDED ITS REASONABLE ATTORNEYS FEES AND COSTS FROM THE NON-PREVAILING PARTY AS DETERMINED BY THE TRIER OF FACT.