

GENERAL TERMS AND CONDITIONS

1. **TERMS-** THESE TERMS AND CONDITIONS OF SALE ARE THE EXCLUSIVE CONTRACT BETWEEN BUYER AND SELLER, THERE ARE NO TERMS, UNDERSTANDINGS, AGREEMENTS, OTHER THAN THOSE STATED HEREIN. SELLER'S COMMENCEMENT OF WORK ON THE PRODUCTS SUBJECT TO BUYER'S ORDER, SHIPMENT OF THE PRODUCTS, OR PERFORMANCE OF ALL OR A PORTION OF THE SERVICES SUBJECT TO TERMS AND CONDITIONS MAY NOT BE ALTERED, AMENDED NOR WAIVED EXCEPT IN WRITING AND SIGNED BY AN OFFICER OF THE PARTY TO BE BOUND THEREBY. IF ANY PROVISIONS OF BUYER'S PURCHASE ORDER OR OTHER WRITINGS ARE DIFFERENT FROM OR ARE OTHERWISE IN CONFLICT WITH THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL GOVERN AND THE TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER WRITINGS ARE EXPRESSLY REJECTED BY SELLER.
2. **DISCLAIMER OF WARRANTIES-**THE CORPORATION DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE CORPORATION SHALL NOT BE LIABLE FOR ANY COMMERCIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY THE PURCHASER THROUGH THE USE OF THIS PRODUCT.
3. **SELLER'S LIMITED WARRANTY-**SUBJECT TO THE LIMITATIONS OF PARAGRAPH 2 Industrial Chemicals (Seller) warrants that at the time of tender the goods will conform to the description stated herein, that they will be fit for the ordinary uses explicitly identified for such goods by the product manufacturer, that Seller will convey good title thereto, and that such goods will be delivered free from any lawful security interest, lien, or encumbrance. Any alterations, blends, mixtures, repairs, or improper use of goods and products not approved by Industrial Chemicals or any improper use as in Industrial Chemical's judgment affects the products materially and adversely, shall void this warranty.
4. **EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES-**THE LIMITED WARRANTIES CONTAINED IN SECTION 1 ABOVE ARE SELLER'S SOLE WARRANTIES WITH RESPECT TO THE GOODS AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES. THE MANUFACTURER'S WARRANTY ACCOMPANYING THE PRODUCT IS THE ONLY WARRANTY ON THE PRODUCT.
5. **BUYER'S WARRANTIES AND ACCEPTANCE OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, REMEDIES, HANDLING AND DISPOSAL AND PAYMENT OF THE GOODS**
 - A. The disseminated Material Safety Data Sheet (MSDS) sets forth information concerning the goods and describes certain precautions to be taken in the storage handling and use of the same Buyer assumes the following duties and obligations:
 - (1) Buyer will familiarize itself with all information and precautions disclosed in safety and health information, including but not limited to any MSDS transmitted to Buyer by Seller before or during use of the goods, or any such information supplied to Buyer by Seller or otherwise available to Buyer from Seller at any other time;
 - (2) Buyer will adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods, including such special care and practices as Buyer's use of the goods requires, including, but not limited to, all such practices required by federal, state and local government statutes, rules, regulations or ordinances;
 - (3) Buyer will instruct its employees, independent contractors, agents, and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in seller's most current MSDS; and
 - (4) Buyer will comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment;
 - (5) Buyer acknowledges that empty containers may be hazardous when empty and that residues or remaining product must be removed from all exterior and interior surfaces of containers before return to Seller and that appropriate labeling must be intact.
 - B. Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in the handling, storage, transportation, treatment, use and disposal of the goods.
 - C. Buyer is solely responsible to end user for products purchased, singly or in combination with other materials, and Seller shall have no liability to the end user with regard to the appropriate use of the product or warnings with regard thereto and Buyer agrees to indemnify and hold Seller harmless with regard to claims from the end user with regard to warnings or use of this product after it has been packaged, reused, re-fabricated, mixed or distributed by the Buyer to the end user.
 - D. Buyer agrees to indemnify Seller against any environmental damage claims unless the reason for the claim is a direct result of Seller's negligence.
 - E. Buyer agrees to pay all applicable attorney's fees in the event an attorney is employed for collection of any past due balance.
 - F. Buyer's sole remedies will be limited to those provided under the manufacturer's warranty.
6. **SELLER'S SUPPLY OF ALTERNATIVE PRODUCTS-**Industrial Chemicals reserves the right to replace, supplement, or otherwise change the suppliers of the products we sell unless a particular manufacturer is specifically designated by the buyer in writing. Supplying a particular manufacturer over time does not constitute an implied contract to continue with such supplier. Buyer assumes all risk with assuring a product is fit for their application.
7. **RETURNABLE CONTAINER/MATERIALS AGREEMENT-**Buyer agrees to return all deposit or otherwise returnable containers and materials to Industrial Chemicals within 60 days from the date of delivery or forfeit any deposits paid on all items not returned. Waiving a deposit charge on an otherwise deposit item does not exempt the Buyer from this section. In those cases where a deposit is waived the Buyer agrees to pay replacement costs for all materials not returned within 60 days.
8. **ENVIRONMENTAL IMPACT AND HANDLING CHARGE-**This fee includes charges for the handling of hazardous materials, compliance with laws and regulations, certain disposal fees, container cleaning, handling, insurance, storage and shipping. Handling includes banding, shrink wrapping, ground delivery, and labeling. None of the charges represent a tax or fee paid to or imposed by governmental authority. Proceeds are used to offset these costs.
9. **INDEMNITY-** Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of its sole negligence.