

## TERMS & CONDITIONS

1. **WARRANTY** – We warrant that our goods will conform to the description contained in the order, and that we have good title to all goods sold. WE GIVE NO WARRANTY, WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY SET FORTH HEREIN. We are glad to offer suggestions or to refer you to customers using Sauereisen Cements and compounds for a similar application. Users shall determine the suitability of the product for the intended application before using, and users assume all risk and liability whatsoever in connection therewith regardless of any of our suggestions as to application or construction. In no event shall we be liable hereunder or otherwise for incidental or consequential damages. Our liability and your exclusive remedy hereunder or otherwise, in law or in equity, shall be expressly limited to our replacement of nonconforming goods at our factory, or at our sole option, to repayment of the purchase price of nonconforming goods.
2. **CANCELLATION** – Cancellation of this order or suspension of the anticipated delivery of any goods ordered as a result hereof, will be accepted by us only under conditions which will fully indemnify us against any loss, and also indemnify us for recovery of all our direct costs and expenses incurred as a result of the order, including attendant indirect and overhead charges, and a reasonable profit.
3. **RETURNED GOODS** – Due to the nature of our business we do not accept returned goods after shipment has been made.
4. **PRICES** – The prices and charges stated on the face hereof shall be adjusted to and the goods and other items covered by this order shall be invoiced at the prices and charges fixed by us at the time of and for each shipment under this order, provided that such prices and charges shall not exceed the prices and charges appearing in our applicable price schedules, if any, in effect at the time of each such shipment. No Sales, Use or similar taxes are included in the prices stated herein, and you agree to pay any such taxes, if applicable, in addition to the purchase prices.
5. **PAYMENT** – Payment is to be made in U.S. funds. If, in our judgment, adverse credit information exists, we reserve the right, despite any credit term, to require payment or satisfactory assurance of payment prior to manufacture or delivery.
6. **DISCOUNT** – No discount allowed on transportation charges, pallet charges, drum charges, packing charges, or after the discount period has lapsed.
7. **DELIVERY** – Our liability as to delivery and damage to goods ceases upon delivering the material purchased hereunder to carrier at shipping point in good condition; the carrier acting as your agent. Title to and risk of loss of all goods sold hereunder shall pass to you upon our delivery to carrier at shipping point.
8. **DELAYS** – If a specific shipping date (excluding an estimated date) is not designated on the face hereto or in a subsequent writing signed by us, we shall not be responsible for any delays in filling this order nor liable for any loss or damage resulting from such delays. If a specific shipping date is designated either on the face hereof or subsequently by us, we shall not be liable for any delays in filling this order caused by (a) accidents to machinery, differences with workmen, strikes, labor shortages, fires, floods, priorities required or requested by the Federal or any State government or any subdivision or agency thereof or granted for the benefit, directly or indirectly of any of them, delays in transportation or lack of transportation facilities, restrictions imposed by Federal or State legislation or rules or regulations, hereunder, or (b) any cause beyond our control.
9. **FAIR LABOR STANDARDS ACT** – We certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12, of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. We represent that prices charged on this order are not in excess of the maximum prices permitted under applicable government regulations.
10. **CONTRACT OF SALE** – This instrument constitutes the entire contract of sale for the purchase of the materials named herein. No modification of this contract shall be of any force or effect unless in writing and signed by an officer of Sauereisen, and no modification shall be effected by the acknowledgement or acceptance of purchase order forms containing different conditions.
11. **WAIVER** – No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or any breach thereof.
12. **COLLECTION** – If collection procedures become necessary to collect past due amounts or disputed amounts, the buyer shall be liable for all cost of collections incurred by the seller including, without limitation, seller's reasonable legal fees and expenses, in addition to the past due or disputed amount. A finance charge on all amounts past due will be assessed each month at the maximum rate permitted by applicable law.
13. **FOR CUSTOMERS WITH NET TERMS – TERMS BEGIN AT INVOICE DATE.**