

Terms And Conditions:

1. Payment Terms

Net 30 unless special terms are otherwise agreed upon in writing.

Calcium Chloride: 100% prepay unless special terms are otherwise agreed upon in writing.

If an unpaid amount of any invoice is not paid when due, as specified by the payment terms, a finance charge of 1.5% per month payable from the date of the invoice to the date of payment is received, shall be due and payable to Seller. Buyer shall indemnify Seller for its costs, including reasonable attorneys' fees and disbursements, incurred to collect any unpaid amount.

2. Freight Terms

All shipments shall be F.O.B. Seller's shipping point, freight collect unless otherwise agreed to in writing by both Seller and Buyer.

Transfer of Product to a carrier at Seller's F.O.B. shipping point shall constitute delivery of Product to Buyer and all risk of loss or damage in transit shall pass to Buyer at that time. Unless otherwise agreed to in writing by Seller.

Buyer shall be responsible for insuring the Product while it is in transit to Seller's shipping point. Buyer shall not file any claims against Seller for loss or damage to Product in transit.

3. Returned Goods

No Product may be returned to Seller without the express written consent of Seller.

4. Delivery

Delivery times on Purchase Orders, quotations, or acknowledgments are estimates. Buyer shall not hold Seller responsible for any delay or damage suffered by Buyer by reason of any delay in delivery. In the event Product is not delivered within 30 days after a delivery time in an accepted Purchase Order, Buyer's exclusive remedy shall be to cancel the Purchase Order by providing written notice of cancellation to Seller, except if the delay in delivery is on account of circumstances beyond Seller's control, in which event a period equal to the time lost by reason of such delay shall be added to the estimated delivery date.

5. Cancellation by Buyer

Seller will consider written requests for cancellation of a Purchase Order by Buyer if Seller receives such a request before shipment of Product to Buyer. In the event that Seller accepts cancellation of a Purchase Order, Buyer will promptly pay Seller all of Seller's costs associated with the Purchase Order up to the time of cancellation. Seller shall not be required to accept any request to cancel a Purchase Order. Restocking fee of 25% may be added based on seller's discretion.

6. Cancellation by Seller

Seller reserves the right to cancel any purchase order at any time. Such cancellation shall be effective upon seller sending written notice of cancellation to buyer.

7. Taxes and other charges

Buyer will be solely responsible for, and will pay, any and all taxes, duties, fees, charges, or extractions imposed on or measured by a purchase order and will hold seller harmless from the same.

8. Compliance with laws; governing law

Buyer agrees to comply with all applicable laws and regulations now or hereafter in effect with respect to the product. The validity, construction, and interpretation of these terms and conditions, and the validity, construction, interpretation, and performance of each purchase order, shall be governed by and construed in accordance with the laws of the seller's principal place of business. The venue for any disputes arising under these terms and conditions or any purchase order shall be the state or federal courts in the Commonwealth of Massachusetts.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SELLER, SELLER'S SUPPLIERS, OR ANY OFFICER, DIRECTOR, EMPLOYEE, OWNER, OR AFFILIATE OF ANY OF THE FOREGOING SHALL BE LIABLE FOR ANY LOSS OR DAMAGE ON ACCOUNT OF ANY PRODUCT ORDERED OR USED BY BUYER OR ANY THIRD PARTY, INCLUDING FOR ANY LOST REVENUE OR PROFIT, OR DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR BREACH OF PURCHASE ORDER SHALL BE LIMITED TO RECOVERY OR REFUND OF THE COST PAID BY BUYER FOR ANY NONCONFORMING OR NONDELIVERED PRODUCT. BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER AND ALL OF SELLER'S SUPPLIERS, OR ANY OFFICER, DIRECTOR, EMPLOYEE, OWNER, OR AFFILIATE OF ANY OF THE FOREGOING FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED ON ACCOUNT OF ANY CLAIM AGAINST THEM ARISING FROM THE USE OF ANY PRODUCT BY BUYER.

10. WARRANTIES

SELLER, FOR ITSELF AND ITS SUPPLIERS, AND FOR ANY OFFICER, DIRECTOR, EMPLOYEE, OWNER, OR AFFILIATE OF ANY OF THE FOREGOING DISCLAIMS ANY AND ALL EXPRESS WARRANTIES (OTHER THAN EXPRESS WARRANTIES MADE SOLELY BY SELLER IN WRITING), AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW.

11. Disclaimers

To receive group discount, products need to be ordered at one time.

Minimum order of one full truckload to qualify for discount.

Offer and pricing are subject to change at anytime.

Other promotions/sales may not be combined with this offer.

Discount is received when last product is delivered.

12. Conflicting Terms

If these Terms and Conditions conflict or are inconsistent with any terms and conditions contained, incorporated, or referred to, in any Purchase Order or other document or agreement between the parties, these Terms and Conditions shall prevail unless otherwise specifically agreed to in writing by the parties. The terms and conditions of Seller's order acknowledgment shall prevail over any conflicting or inconsistent terms in any Purchase Order.

I agree to abide by all of the terms and conditions as stated in the Sales Order and Sales Conditions agreement.