

Commonwealth Industrial Services

CONDITIONS OF SALE

January 2, 2014

1. The conditions set forth herein shall apply to the sale of the material described herein notwithstanding any other conditions contained in Buyer's purchase order. Buyer's acceptance of the material shall constitute Buyer's agreement to such conditions.
2. Commonwealth Industrial Services' (hereafter referred to as 'Seller') weights (or Seller's measurements in case of material sold by volume) taken at shipping points shall govern.
3. Payment hereunder shall be made in lawful money of the United States. The acceptance by Seller of bank drafts, checks or other media of payment will be subject to immediate collection of the full amount thereof. Any tax or other governmental charge upon the production, sale, and/or shipment of the material sold hereunder, imposed by federal, state or municipal authorities shall be added to the price herein provided, and shall be paid by Buyer.
4. Seller warrants that the material shall conform to Seller's specifications applicable thereto or to such other specifications as have been agreed to by Seller in writing. No material sold by seller is to be used as a food or drug additive. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Claims on account of weight, quality, loss of or damage to product are waived unless made in writing within ten days after arrival thereof at destination, and any action for breach of any obligation with respect to the purchase or sale of said material other than non-payment hereunder, must be commenced within one year of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based. Seller's liability for damages, whether based on Seller's negligence, breach of contract, breach of warranty, strict liability or otherwise, shall not exceed the purchase price of the particular shipment with respect to which damages are claimed and shall not include liability for special, incidental, indirect, punitive or consequential damages.
6. Seller shall not be liable to Buyer for damage to persons or property resulting from the use of said material in manufacturing processes, or in combination with other substances, or otherwise. Seller assumes no obligation or liability for any technical or safety advice if furnished concerning the material, the parties agreeing that unless otherwise agreed all such advice is given without charge or warranty and accepted at Buyer's risk.
7. Seller warrants that the material does not infringe the claims of any United States patent, extant as of the date hereof, covering the material as such, but does not warrant against infringement by reason of the use thereof in combination with other material or in the operation of any process.
8. Failure of Seller to make, or of buyer to take, any one of more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or the public enemy, fire, explosion, perils of sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisitioned or allocation of other action of any government authority, or (ii) any circumstance of like or different character beyond the reasonable control of the party so failing, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspension of Seller's plant operations, or (iv) compliance with order or request of any government or any officer, department, agency, or committee thereof, shall not subject said party to any liability to the other, and that the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted. The provision of the paragraph shall be effective even through the circumstance or contingency invoked by Seller or Buyer shall have been operative on the date hereof.
9. Buyer acknowledges that United States or another country's laws and related regulations may under certain circumstances forbid the reexport of material (or associated technical data) sold hereunder. Buyer agrees that it will comply with any and all such laws and regulations.
10. All shipment dates specified or notices given are approximate. Seller will use all reasonable efforts to make shipments in accordance with requested ship dates, but seller does not guarantee such dates and accepts no responsibility of failure to meet such ship dates. Buyer assumes all responsibility for material upon a shipments departure from Seller shipping point.
11. The terms and conditions stated herein set forth the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise except by a writing signed by the parties hereto. This transaction will be governed by the laws of the Commonwealth of Virginia (specifically that State's Uniform Commercial Code), and the term and conditions stated herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.