STANDARD TERMS AND CONDITIONS OF SALE

1. Seller hereby notifies Buyer in advance that Seller objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different than these terms and conditions of sale, whether or not such additional or different terms would materially alter the contract. If a contract between Buyer and Seller is established through performance or other conduct of the parties, the terms and conditions of that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather these terms and conditions of sale will be a part of that contract and will prevail over the conflicting or different terms and conditions of any other document forming a part of the contract.

2. It is Buyer's responsibility to make a careful inspection of the cargo for evidence of loss or damage, both apparent and concealed. For loss or damage in transit, Seller may refuse to make a claim for the carrier except in the event Buyer fails to file a claim with the carrier. To the extent that this order is covered by a prior written contract between us, it is accepted on the terms and conditions in that contract and the terms and conditions hereof are in lieu of all other representations made by either party to the other on or before the date upon which the products were bought or accepted for delivery. It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained. All such advice is given and accepted at Buyer's risk.

3. To the extent that this order is covered by a prior written contract between us, it is accepted on the terms and conditions in that contract and the terms and conditions hereof are in lieu of all other representations made by either party to the other on or before the date upon which the products were bought or accepted for delivery. It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and Seller assumes no obligation or liability for the advice given or results obtained. All such advice is given and accepted at Buyer's risk.

4. Buyer shall examine all products for damage, defect or shortage. All claims for any cause whatsoever (whether such cause be based on contract, breach of warranty, negligence, strict liability, tort or otherwise) shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for non-delivery of products must be made within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for any product. Seller makes no warranties whatsoever, and disclaims any responsibility for such products failing to meet any specifications published by any person other than Seller.

5. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

6. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

7. Buyer shall examine all products for damage, defect or shortage. All claims for any cause whatsoever (whether such cause be based on contract, breach of warranty, negligence, strict liability, tort or otherwise) shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for non-delivery of products must be made within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for any product. Seller makes no warranties whatsoever, and disclaims any responsibility for such products failing to meet any specifications published by any person other than Seller.

8. Buyer shall examine all products for damage, defect or shortage. All claims for any cause whatsoever (whether such cause be based on contract, breach of warranty, negligence, strict liability, tort or otherwise) shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for non-delivery of products must be made within thirty (30) days after Buyer's receipt of products or before products are used, whichever shall occur first. Claims for any product. Seller makes no warranties whatsoever, and disclaims any responsibility for such products failing to meet any specifications published by any person other than Seller.

9. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

10. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

11. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

12. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

13. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

14. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.

15. Buyer agrees that products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of people, property and the environment, and in accordance with Seller's recommendations and applicable governmental laws and regulations. Buyer agrees to instruct its employees and customers with respect to, and make certain that they know and understand procedures necessary to enable them to comply with the requirements set forth herein and to make certain that they are adequately trained to handle emergency situations arising from the use, handling, storage, transportation and disposition of the products.