

TERMS AND CONDITIONS OF SALE OF ALL PRODUCTS OF BYK USA INC.

1. ACCEPTANCE. All orders and sales contracts are subject to acceptance or rejection by the Seller, and are not binding on the Seller unless and until so accepted. Acceptance of an order by the Seller constitutes a complete and binding contract governed by the terms and conditions of sale appearing herein and by the laws of the State of Connecticut. Acceptance is at all times subject to availability for delivery of the goods covered by each order, and to the Seller's prices for said goods in effect at the time of shipment, unless otherwise agreed in a separate Agreement signed by the Buyer and the Seller. Prices on the face hereof are those in effect on the date this invoice was prepared.

2. SHIPMENTS. In the event shipments hereunder are to be made over a period of time, the Buyer shall allow for adequate lead time and shall specify by purchase order or otherwise in writing to the Seller the quantity, packing and delivery date desired for deliveries of the Product during such periods. The Seller will endeavor to comply with the Buyer's wishes as so expressed, however, the Seller shall not be liable for delay or short shipment caused by reasons beyond the Seller's control. The Seller reserves the right to pack the Product otherwise than is specified by the Buyer as aforesaid.

3. LIABILITY. Upon acceptance by the Buyer's carrier or upon delivery to the Buyer's premises, whichever comes first, the Buyer assumes all responsibility and liability for loss and damage resulting from the handling, storage or use of the Product. The Seller's liability with respect to the Product and under this contract shall be limited to the purchase price of the Product supplied hereunder in respect of which damages are claimed. THE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES RESULTING FROM DELAYED DELIVERY, SHORT SHIPMENT, HANDLING STORAGE, USE OR OTHERWISE OF THE PRODUCT SOLD HEREUNDER.

4. FORCE MAJEURE. Deliveries or acceptance of the Product may be delayed or suspended by the Seller or the Buyer in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material, labor, containers or transportation, facilities, governmental laws, regulations, order or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within reasonable control of such party), any of which events prevent the manufacture, shipment, or acceptance or a shipment of the Product or of a material upon which the manufacture of the Product is dependent. If, because of such event, the Seller is unable to supply part or total demand for the Product or if the Buyer, because of any such extent, is unable to accept part or total of quantity contracted for the affected party shall be exempted to such extent from its obligations hereunder with respect to the particular delivery involved upon giving prompt notice of such event to the other party. The other party shall be likewise exempted from its corresponding obligations, but this contract shall otherwise remain unaffected.

5. WARRANTY. THE SELLER MAKES NO WARRANTY, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT OTHER THAN THAT IT SHALL BE OF THE SPECIFICATIONS STATED HEREIN. Any recommendations made by the Seller concerning the use of the Product are believed to be reliable but the Seller makes no warranty of the results to be obtained. The Buyer agrees to inspect the Product supplied hereunder immediately after delivery and to give notice in writing of any claim within (30) days of delivery. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the Product and a waiver of all claims with respect thereto.

6. TERMS OF PAYMENT. Unless otherwise agreed in writing by the Seller, the terms of payment under this Agreement shall be net 30 days and payment shall be made immediately available without discount. The Seller shall not be obligated to ship any materials hereunder unless the Buyer has paid in full all invoices for material in accordance with the terms of payment. For purposes of payment, each order and shipment shall be considered a separate contract and the Buyer shall not be entitled to set off against payments owing any amounts owing or alleged to be owing from the Seller to the Buyer for adjustments, set-offs or claims hereunder.

7. BINDING EFFECT. Any modifications of these Standard Terms and Conditions shall not be binding on the Seller unless signed on behalf of the Seller by a representative authorized to do so, regardless of whether the Seller commences shipping material ordered hereunder and accepts payments therefore.

8. GOVERNING LAW. The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Connecticut.

9. LATE CHARGE. 1 $\frac{1}{2}$ % per month late charge on overdue amounts (annual rate of 18%).

10. The Seller may, prior to written approval, accept such materials that are excess to customer requirements or incorrectly ordered. The acceptance of such material is conditional upon the material having the seal intact and the packaging being in resalable condition as determined by the Seller at the time of acceptance. A restocking fee of 20% of the value of the material will be due from the Buyer.