

1. Sale Terms; Pricing.

From time to time during the term of the Agreement between Seller and Buyer, and consistent with the terms and conditions hereof, Buyer shall either place an order through the Seller's online ordering system or deliver a purchase order to Seller (collectively, a "Purchase Order") specifying (i) the date of order, (ii) the quantity of Products desired, (iii) the delivery date, (iv) the address to which the Products are to be delivered, (v) the address to which the Seller's invoice is to be sent, (vi) a description referring to the specification of the Products, and (vii) any other terms and conditions proposed by Buyer. Seller may, at its sole option, accept any such Purchase Order in whole or in part by written acknowledgment and approval (including electronically) of the Purchase Order to Buyer or by actual delivery in accordance with the Purchase Order. The prices for the Product shall be as calculated in Pricing Provisions set out. Buyer shall pay all invoices of Seller in accordance with stated Payment Terms. All Product purchased by Buyer shall be subject to such additional terms and conditions of sale as agreed to by both parties in writing. The Seller will make every reasonable effort to adhere to the shipping dates as confirmed and will notify the customer of any delays resulting from production issues; however, Seller will not be held responsible for any such delays.

2. Packing Method.

Seller shall observe the packing specifications (the "Packing Specifications") as noted on the Buyer's confirmed order. Seller shall be responsible for any loss of or damage to any Product resulting from Seller's failure to observe such Packing Specifications.

3. Shipment.

Seller shall ship products as specified on the Buyer's confirmed order to the destination and in accordance with the instructions stated on the Purchase Order, or as otherwise instructed by the Buyer. Seller shall promptly notify Buyer by facsimile transmission or email of shipping information, including, but not limited to, the date of shipment, the name of the carrier, product lot number, estimated time of arrival, and the total invoice amount. One full set of shipping documents, including, but not limited to, the Bill of Lading and the certificate of analysis, where applicable, shall be provided to Buyer upon shipment.

4. Title; Risk of Loss.

Title and risk of loss shall be in accordance with the Shipping Terms as noted on the Buyer's confirmed order.

5. Warranty; Limitations.

Seller warrants to Buyer that, at the time of shipment, the Product shall conform to the applicable manufacturer's specifications for the Product in effect at such time. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCT SOLD UNDER THIS AGREEMENT. SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE INTENDED PURPOSE OF THE PRODUCT BY BUYER IS KNOWN TO SELLER), WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR FROM ANY OTHER CAUSE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any advice or assistance provided by Seller to Buyer is provided only as a courtesy and Seller makes no warranty, express or implied, as to its accuracy or completeness, or the results to be obtained from such advice or assistance. Buyer shall be solely responsible for determining whether the Product is suitable for Buyer's intended use, and for obtaining any necessary governmental registrations and approvals for Buyer's production, marketing, sale, use and/or transportation of finished goods using or incorporating the Product.

6. Inspection of Product; Remedies; Waiver.

Upon delivery of the Product to Buyer and, in any event, prior to Buyer's use and/or resale of the Product, Buyer shall immediately inspect each shipment of the Product to determine whether the Product meets the warranted specifications as described in Section 5. Within seven (7) days after Buyer takes possession of the Product, Buyer shall have the right to reject in writing any of the Product that fails to meet the warranted specifications. Buyer's exclusive remedy shall be to obtain the replacement of any Product which does not conform to such warranted specifications. Buyer's failure to notify Seller of such rejection within such time period shall constitute Buyer's irrevocable acceptance of such Product, and all claims by Buyer with respect to such Product shall thereafter be deemed waived. Except in case of proven error, Seller's measurements shall govern the determination of all quantities of the Product purchased by Buyer from Seller.

7. Force Majeure.

Any delay or failure of either party to perform its obligations hereunder, other than payment obligations, shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, war, riot, political action, terrorism, change in laws, labor matters, fires, floods, windstorms, natural disasters, well failure, and explosions.

8. Confidentiality.

All information or facts obtained as a result of or in the performance of the Agreement between Seller and Buyer shall be held in confidence by the receiving party, its employees and agents. No disclosure shall be made to any third party except as required by law or to the attorneys, accountants or similar advisers to the receiving party unless the information or facts in question becomes part of the public domain without fault on the part of the recipient or its employees or agents; is in possession of the recipient prior to the receipt of the information from the other party; is developed independently by the recipient; or, is independently received by the recipient from a third party which the recipient believed was under no obligation of confidentiality in respect thereof. The mentioned obligation shall continue in effect at any time during the period of the Agreement between the Seller and the Buyer, or any extension or renewal thereof, and for a period of two (2) years following the termination of the Agreement between the Seller and the Buyer.

9. Miscellaneous.

The Agreement between the Seller and the Buyer may not be directly or indirectly assigned by Buyer without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Buyer shall not disclose any terms or other information regarding the Agreement between the Seller and the Buyer, without the prior written consent of Seller, except as required by law. Nothing contained in the Agreement between the Seller and the Buyer shall be construed or interpreted as creating an agency, partnership, co-partnership or joint venture relationship between the parties. Any notice relating to the Agreement between the Seller and the Buyer shall be sent by certified or express mail, and by e-mail, with proof of delivery retained, to the addresses of the parties set forth on the signature page hereto. The Agreement between the Seller and the Buyer may be executed in several counterparts and any and all such executed counterparts shall constitute one Agreement binding on both Buyer and Seller notwithstanding that both are not signatories to the original or to the same counterpart. Any tele-copied or electronic signature shall be deemed a manually executed and delivered original.