

POLYGUARD PRODUCTS, INC.
CONDITIONS OF SALE

GENERAL

All orders are subject to acceptance by Seller at its Ennis, Texas office. Acceptance of the items reflected on this invoice constitutes a binding contract fully performable in Ennis, Ellis County, Texas, USA. By acceptance of any or all of the items herein, Purchaser agrees to all terms and conditions herein contained.

PRICES

All prices are subject to change without notice, and all orders will be billed at prices in effect at time of shipment. Quantity pricing applies to a single order, shipped on a single release. Products will be packed in Seller's standard packaging. All quotations are made for acceptance within 30 days unless otherwise stated in quotation.

PAYMENT TERMS

Net 30 day terms to all of our customers. Accounts are put on Credit Hold after an invoice reaches 60 days old. This means that we will not ship any orders to you or enter any new orders until a check is in our hands for the past due amount. We send out monthly statements of your account for your convenience. If your account loses its good standing, you may be placed on a cash basis at our discretion. In addition the customer agrees to pay all costs (including actual attorneys and collection fees) incurred in the collection of any unpaid amount. Polyguard Products, Inc. may, at our option, commence legal action based upon this application in the Texas courts, in the event that the customer consents to the jurisdiction of the Texas courts.

DELIVERY

Delivery to carrier will constitute delivery to Buyer. Polyguard assumes no liability for failure of carrier to transport as booked.

CHANGES TO ORDER/PRODUCT

All orders are firm. Advance notice of at least 30 days must be given Seller regarding any change in quantity, or specifications in the case of advance orders. No order in process or production is subject to cancellation, deferment of delivery or change in specification. Polyguard reserves the right to change or modify the design and construction of its products at any time, without incurring any obligation to make such changes or modifications with respect to products previously or subsequently sold.

TAXES/OTHER CHARGES

Prices are plus all applicable sales, use, occupational and other similar taxes or surcharges of any kind now or hereafter imposed by Federal, State or Municipal authorities upon the sale of material, or becoming effective prior to delivery of material. Any tax or other charge imposed by law on the sale of products shall be paid by Buyer unless the law specifically provides that such payment must be made by Polyguard. Any such charge that Polyguard may be required to pay with respect to the sale, transportation, use, or consumption of any of the products shall be for the account of the Buyer.

SPECIAL CONDITIONS

Private label and special orders (orders for other than regular sizes of Polyguard branded products) require that purchaser accept actual quantity shipped of 10% over or under the quantity ordered.

RISK OF LOSS OR DAMAGE

Risk of loss of or damage to Polyguard products shall pass to the Buyer when the products leave the factory or are surrendered to a carrier.

FORMALITIES

Consular fees for legalizing or certifying invoices or other documents required by the laws of any country or destination are not included in quotations or selling prices. If requested in writing, Polyguard will attempt to secure such legalizations and certifications, but Polyguard does not agree to assume any liability whatsoever as a result of attempting to comply with such requests.

CLAIMS/COMPLAINTS

Any claim with respect to the material or shipment thereof, must be made to seller at Ennis, Texas, U.S.A. within 30 days after receipt of shipment by the Buyer. No unauthorized returns will be accepted by Seller, nor claim allowed, nor credit given for goods returned without written authority of Seller.

FORCE MAJEURE

The Seller shall not be held responsible for late or non-deliveries caused by Act of God, war, government rulings, civil disturbance, casualty, riots, strikes and labor disputes or any other cause of similar or dissimilar nature beyond its control.

WARRANTIES LIMITED

Specifications, descriptive information and recommendations published in Polyguard's catalogs, product bulletins, price lists, advertising media and results of recommendations, and tests set forth in technical reports furnished by Seller do not constitute warranties. Seller is not responsible for any use of its products not described in current Polyguard Products literature. Seller is not responsible for any materials that are used in combination with our products unless specifically approved in writing by Polyguard Products.

This material is offered for sale by **POLYGUARD PRODUCTS, INC.** only for the expressed purposes as described in **POLYGUARD PRODUCTS, INC.** literature. Any use of the products described in this literature for purposes other than taught therein by **POLYGUARD PRODUCTS, INC.** shall be the responsibility of the purchaser. **POLYGUARD PRODUCTS, INC.** does not warrant nor will be responsible for any misuse of the products.

Sales representatives or distributors of the Seller are not authorized to make verbal agreements or to make any changes in the foregoing warranty. Nor may such representatives or distributors make any representations concerning Seller's products which are not subject to the qualifications and to the limitations of liability outlined in these Conditions of Sale.

LIMITED WARRANTY

POLYGUARD IS NOT RESPONSIBLE AND WILL NOT BE HELD LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY BY REASON OF BUYER'S USE OF THE MATERIAL. POLYGUARD'S LIABILITY, IF ANY, IS LIMITED TO REPLACEMENT OF PRODUCTS E.X.W. ENNIS, TEXAS, ONE YEAR FROM DATE OF SALE.

TM - Trademark of Polyguard Products, Inc.

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