

SP&S Standard Terms & Conditions

- 1. Payment terms:** For domestic shipments we accept credit cards or with an approved credit application can over payment terms of net 30 days from the invoice date or the shipment date whichever is later. For international shipments, payment in advance is generally expected.
- 2. Warranty & Limited Liability:** **IMPORTANT:** The following supercedes Buyer's documents. **SPECIALTY POLYMERS & SERVICES INCORPORATED (SP&S) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No statements by SP&S are to be construed as inducements to infringe any relevant patent. **Under no circumstances shall SP&S be liable for incidental, consequential or indirect damages for alleged negligence, breach of warranty, strict liability, tort or contract arising in connection with the product(s).** Buyer's sole remedy and SP&S' sole liability for any claims shall be Buyer's purchase price. No statements or recommendations made in product literature or provided by company representative are to be construed as applicable to the particular application of the Buyer or user or as inducements to infringe any patent now or hereafter in existence. SP&S neither assumes nor authorizes any representative or other persons to assume for it any obligation or liability other than such as expressly set forth herein. Please note that all data and results provided are based on controlled or laboratory work and must be confirmed by Buyer. ***Buyer must confirm the product's suitability for the intended application and processing methods by testing the product for use with the buyers processing equipment, for compatibility with other materials used in the buyer's process or application, for suitable performance under the intended conditions, and for suitability for the intended life-cycle or duration of use.*** The product(s) has not been tested for, and are therefore not recommended for, uses for which prolonged contact with mucous membranes, abraded skin, or blood is intended; or for uses for which implantation within the human body is intended.
- 3. Order Cancellation or Deferral:** Any requests for cancellation, in whole or part of a purchase order submitted and accepted by SP&S should be submitted in writing and are presumed to be denied unless accepted in writing. Because many of our products are strictly made-to-order once a purchase order is accepted, SP&S immediately proceeds to order raw materials and make other financial commitments that are often irrevocable. Therefore, in the case of a request for cancellation SP&S reserves the right to be fully reimbursed for these non-recoverable costs by payment from Buyer of cancellation charges in an amount to be determined solely by SP&S, but in no case exceeding 50% of the value of the original purchase order. SP&S, will generally accept Buyer requests for deferral of shipments, but reserves the right to refuse requests made within 48 hours of the original scheduled ship date. SP&S also reserves the right to revise pricing or charge inventory carrying costs for orders delayed by customers request for longer than 30 days from the original scheduled ship date.
- 4. Freight Terms / Transfer of Title and Risk of Loss:** Unless otherwise agreed in writing by SP&S, all shipments will be made FOB Los Angeles, California. ***In the absence of Buyer's instruction to the contrary SP&S shall select the carrier and prepay and add the freight charges to the invoice.*** In the case that the Buyer's instruction cannot be implemented, SP&S will notify the buyer of its preferred freight method and billing and will ship according to these arrangements unless the buyer informs it to do otherwise. Title and risk of loss shall pass to the Buyer upon delivery by SP&S to the freight carrier. Buyer shall therefore be responsible for filing any damage or loss claims with the carrier. For shipments that are prepaid, SP&S will make every effort to provide copies of freight bills if the request is received within 45 days of the original ship date, but it may not be possible to provide copies of such bills for all carriers or for all shipments. Regardless of SP&S' ability to supply a copy of the respective freight bill, the buyer agrees to make prompt and full payment on SP&S's invoice(s) including freight costs.
- 5. Sales & Similar Taxes:** Unless otherwise agreed in writing, SP&S' pricing does not include sales, use, excise, or similar taxes. Consequently, in addition to the prices that may apply, Buyer shall be responsible for the full amount of any such taxes applicable to the sale of any products or services. In lieu thereof, Buyer shall provide the SP&S with a tax exemption certificate acceptable to the taxing authorities.
- 6. Governing Law:** All transactions between SP&S & Buyer are governed by & construed in accordance with the laws of the State of California.
- 7. Pricing & Minimum Order:** Prices are subjected to change without notice. SP&S will confirm pricing upon receipt of purchase order from Buyer. Only the written Order Confirmation from SP&S is confirmation of pricing. Please note that orders shipped outside of the United States may additionally incur an export surcharge of 20% to cover the cost of preparing export documentation and conformance with international shipping regulations. The minimum order value is \$100 - orders for less than \$100 are subject to a handling fee of up to \$20.
- 8. Fax & Call Authorization:** customer gives SP&S the right to fax or call the customer in regards to legitimate business transactions (order confirmations, delinquent accounts, announcements, etc.) pursuant to the national "Do Not Call" & "Do Not Fax" Regulations.
- 9. Force Majeure:** In the event that due to strikes or other labor difficulties, shortages of supplies or materials, war or governmental intervention or direction, including priorities or allocations established by any governmental agencies or official, transportation delays or inadequacies, or any other contingency beyond the control of Seller, Seller will be unable to supply Buyer with products or services in the amounts or to the schedule originally agreed, Seller will be relieved, without liability, from its obligation to supply products as previously agreed.
- 10. Product Specifications/Certifications/Quality Clauses:** Except as indicated on any certification documentation sent along with a shipment, SP&S makes no representation about the conformance of any product or service to any specification, regulations, or standards including internal, industrial, governmental or third-party specifications. When an order confirmation is provided, SP&S will specifically indicate the specification and the type of certification being provided to the buyer and any quality clauses agreed to by SP&S. Any failure of goods to meet the desired specification shall be remedied solely by the replacement of the product or certification with conforming material(s) or documentation.
- 11. Entire Understanding:** By signing this Application for Credit, Buyer agrees that the terms and conditions listed herein shall prevail over any subsequent documents exchanged between the parties unless expressly agreed in writing by SP&S. These terms and conditions shall constitute the entire agreement between the parties.