

This transaction, except to the extent covered by additional or inconsistent conditions of a prior written contract between BUYER and SELLER respecting the products described on the reverse hereof, is subject to the following conditions:

#### **SELLERS STANDARD TERMS AND CONDITIONS OF SALE**

**1. CREDIT**

Acceptance of any order is subject to final credit approval.

**2. PRICE CHANGES**

Prices are subject to change without notice at any time prior to shipment.

**3. PATENTS**

Seller reserves the right to discontinue deliveries hereunder of any material, the manufacture, sale and/or use of which, in the opinion of SELLER, would infringe any United States or Canadian Letters patent now or hereafter issued and under which SELLER is not licensed.

**4. TAXES**

BUYER shall reimburse SELLER for all taxes, excises or other charges which SELLER may be required to pay to any government (national, stated or local) upon, or measured by, the production, sale, transportation, delivery or use of the materials sold hereunder.

**5. DISCLAIMER OF WARRANTIES**

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR AGAINST INFRINGEMENT OF OTHERWISE, EXCEPT THAT THE MATERIALS SOLD HEREUNDER SHALL BE OF MERCHANTABLE QUALITY AND SHALL CONFIRM TO THE SPECIFICATIONS SET FORTH HEREIN: AND BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE MATERIALS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.

**6. LIMITATION OF CLAIMS**

No claim by BUYER of any kind, whether as to quality or amount of materials delivered or for non-delivery of materials, shall be greater in amount than the purchase price of the materials in respect of which damages are claimed. In addition, SELLER shall have no liability whatsoever for consequential damages (including, but not limited to, damages for injuries to persons or to property). Failure by BUYER to give SELLER written notice of claim within 30 days from the date of delivery or, in the case of non-delivery from the date fixed for delivery, shall constitute a waiver by BUYER of this contract. Any legal action must be commenced with one year after the cause of action has accrued.

**7. EXCUSES FOR NONPERFORMANCE**

If the manufacture, transportation, delivery, or receipt by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. If by reason of any such event or cause, the quantities of the materials covered hereby, or of any materials used in the production thereof, reasonably available to SELLER shall be less than its total needs for its own use and sale, SELLER may allocate its available supply of any such materials among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such matter as SELLER deems proper, without thereby incurring liability for failure to perform this contract.

**8. LAW APPLICABLE**

This contract between BUYER and SELLER is to be construed, and the respective rights and duties of BUYER and SELLER are to be determined, according to the law of the State of Massachusetts.

**9. NON-ASSIGNABILITY**

This contract between BUYER and SELLER is not assignable or transferable by either party, except to its successor or to the transferee of all or substantially all the party's assets to which this contract relates.

**10. RETURNABLE CONTAINERS**

Returnable containers shall remain the property of the SELLER but BUYER shall pay a deposit fee per container to be determined from the time to time by SELLER conditioned upon BUYER'S returning such container; freight prepaid, within ninety (90) days from the date of invoice in good condition and not having been used to hold other materials. If any returnable container is not returned within said ninety (90) day period the deposit fee shall be retained by SELLER to reimburse it for loss of said container and title thereto shall be thereupon vest in BUYER.

**11. FAIR LABOR STANDARDS ACT**

SELLER represents that the materials covered hereby have been produced in compliance with the requirements of Section 6, 7 and 12 of the Fair labor Standards Act of 1938. As amended and in compliance with executive order no. 11246 of September 24, 1965.