

Teckrez, Inc.
Terms and Conditions of Sale

These terms and conditions of sale are the only terms which govern the sale of goods ("Goods") by Teckrez, Inc. ("Teckrez") to the purchaser ("Buyer") and with the Invoice related hereto are referred to herein jointly as the "Terms and Conditions." By acceptance of the Goods, Buyer shall be conclusively deemed to have agreed to the Terms and Conditions. If Buyer does not agree to the Terms, Buyer should reject the Goods upon delivery and contact Teckrez for shipping instructions to return the Goods. This document constitutes the entire agreement of Teckrez and Buyer with respect to the subject matter contained herein and supersedes all other understandings or agreements, both written and oral, with respect to the subject matter.

1. **Terms of Payment.** Payments shall be made in accordance with provisions contained in this Invoice. Based on Teckrez's reasonable judgement, if Buyer's financial condition at the time the Goods are ready for shipment does not justify the stated terms, Teckrez reserves the right to amend the payment terms to require full or partial payment in advance of shipment. Teckrez's obligation to deliver hereunder is conditioned upon the continued good credit of Buyer and Buyer's payment of any sum owing by Buyer to Teckrez under any agreement between the parties. Price, terms and availability of merchandise are subject to change without notice, including but not limited to changes caused by the fluctuations in market price, availability or quality of any of the items employed in the manufacture of the Goods. Teckrez may increase the prices for Goods by providing the Buyer at least five days prior written notice. Such increased prices shall be deemed accepted by Buyer unless, before the effective date of such increase, Buyer notifies Teckrez in writing to the contrary, whereupon Teckrez shall have the right to terminate this contract with respect to such Goods or to continue shipments without such increase. Payment shall be due in accordance with the provisions on the face of this Invoice. All amounts past due shall bear interest at the rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law.

2. **Shipments.** Shipment dates are based on Teckrez's are subject to production schedules and limitations and are therefore not guaranteed. Teckrez reserves the right to make deliveries in installments, unless expressly stipulated otherwise on this Invoice. All such installments shall be separately invoiced. Delay in the delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Teckrez shall not be liable for delays in performance caused by or resulting from acts beyond Teckrez's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riots, civil unrest, government order or law, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances (a "Force Majeure"); however Teckrez shall advise Buyer within a reasonable period as to the occurrence of the Force Majeure and the period of time it is expected to impact shipments.

3. **Taxes.** Buyer shall be responsible for any tax, excises or government levy which Teckrez may be required to pay (national, state or local) based on the sale, transportation, delivery, storage, use, processing, or consumption of Goods sold hereunder. Teckrez reserves the right to add any such tax obligation to the price of Goods shipped hereunder.

4. **Limitation of Claims and Damages.** Teckrez shall provide Buyer a Certificate of Analysis with the shipment of Goods. Buyer shall advise Teckrez within thirty days in the event it determines there may be a discrepancy between the Goods delivered and the Certificate of Analysis and shall provide Teckrez a reasonable period in which to inspect the Goods or otherwise investigate such reported discrepancy. Buyer shall provide Teckrez a reasonable period in which to, at Teckrez's option, replace any Goods determined by Teckrez to be non-conforming. No non-conforming Goods shall be returned without Teckrez's written consent. Teckrez may elect to issue a credit for non-conforming Goods. The aggregate liability of Teckrez to Buyer shall not exceed the Invoice price of non-conforming Goods. Buyer acknowledges that Teckrez shall not be liable for any damage, injury or loss of any indirect or consequential nature suffered by Buyer, however or whenever caused, including but not limited to loss of sales, revenue or profit.

5. **NO WARRANTY.** TECKREZ MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS OF USE OF THE GOODS FOR ANY PARTICULAR PURPOSE AND BUYER ASSUMES ALL

RISK AS TO THE RESULT OF GOODS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH ANY OTHER SUBSTANCE.

6. **Indemnification.** Buyer shall defend, indemnify and hold Teckrez, its officers, directors, shareholders, employees, agents and assigns harmless from and against any and all claims, actions, liabilities, costs, expenses or losses related to or arising from Buyer's (or its agents or assigns) improper use of Goods, combination or use of the Goods with other products, misuse of the Goods, acts or inactions hereunder or any breach of these Terms and Conditions. This section shall survive the termination or cancellation of this Invoice. Teckrez's waiver of a breach of any of the Terms and Conditions shall not be deemed a waiver of any other breach.

7. **Risk of Loss.** Risk of loss or damage to Goods in transit or otherwise shall be in accordance with the provisions set forth on the face of the Invoice to which these Terms and Conditions apply. Except to the extent that risk of loss, damage to goods in transit or otherwise, or liability of any kind is solely and directly caused by Teckrez's breach of its obligations hereunder, Buyer assumes all liability arising out of compliance with any laws, rules or regulations relating to any product or container therefor. In no event shall Teckrez be liable for incidental, consequential or other damages from alleged negligence, breach of warranty, strict liability or any other theory, arising from the use or handling of the chemicals it sells. The sole liability, if any, of Teckrez for any claims arising out of the manufacture, use or sales of its chemicals shall be for the return of Buyer's purchase price. In accepting the Goods, Buyer shall be deemed to have declared itself familiar with the nature, hazards and use of the Goods and their containers and shall assume all liability resulting from or in any way connected with the unloading, discharge, storage, handling, possession, use and disposal of any product or container therefore, including but not limited to, the use of such product or container alone or in combination with other substances, except any liability resulting from Teckrez's gross negligence or willful misconduct.

8. **Termination.** Without prejudice to other remedies available at law or in equity, Teckrez reserves the right to immediately terminate this Invoice and any other agreement with Buyer should Buyer fail to perform any obligation hereunder in a timely manner.

9. **Applicable Law.** All matters arising out of or related to these Terms and Conditions shall be governed and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision (whether of the State of Florida or any other jurisdiction). Jurisdiction for any legal suit, action or proceeding related thereto or the transaction contemplated thereby shall be in Duval County, Florida.

10. **Miscellaneous.** These Terms and Conditions shall be binding upon Teckrez, Buyer and their respective successors and assigns; however Buyer shall not assign its rights or obligations hereunder without the written consent of Teckrez. These Terms and Conditions may be amended or modified only in a writing which specifically states it is amending these Terms and Conditions which is signed by authorized representatives for Teckrez and Buyer. Nothing contained herein shall be construed as creating between Teckrez and Buyer any agency, partnership, joint venture, employment or fiduciary relationships and neither party shall have the authority to contract for or bind the other party. If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event of a dispute between the parties related to or arising out of these Terms and Conditions, Invoice terms or otherwise, the prevailing party in such dispute (pursuant to a court decision which is not subject to appeal) is entitled to recover from the losing party all reasonable costs incurred, including any attorney's fees and costs, court fees, appraisals and expert witnesses, whether incurred at trial, in anticipation of trial or on appeal.

11. **Notices.** All Notices hereunder ("Notices") shall be in writing and addressed to the parties at the addresses set forth on the Invoice or to such other address that may be designated by the receiving party in a writing delivered to the other party in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight carrier or registered mail (in each case prepaid and return receipt requested).