

UNITED STATES

Exact quantities cannot be guaranteed. We reserve the right to overrun or underrun not to exceed 10% of quantities ordered.

1. No claims of any kind, whether as to products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed, and failure to give notice of claim within thirty (30) days from date of delivery, or date fixed for delivery, respectively, shall constitute a waiver by Buyer or all claims in respect to such products. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Product shall not be returned to Seller without Seller's permission.
2. Seller's weights taken at shipping point shall govern.
3. The company may require full or partial payment in advance, if in the judgment of the Company, the financial condition of the Buyer at any time prior to shipments so warrants. Otherwise, orders shall be invoiced when the Company is prepared to make shipment, and the terms of payment originally specified shall apply. If shipments are delayed by the Buyer, payments shall become due at the time Company is prepared to make shipment. In event of failure of the Buyer to make payments for any installment of goods when due, the Company may withhold delivery until the default has been remedied or may require that subsequent deliveries be paid for in cash upon delivery. Material held for the Buyer shall be at the risk and expense of the Buyer.
4. Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any Government (national, state or local) upon the sale, production or transportation of the commodities sold hereunder.
5. Seller shall under no circumstances be responsible for failure or delay in filling any order or orders when due to: fires; floods; riots; strikes; embargoes or transportation delays; shortage of labor; inability to secure fuel, material, supplies or power at current prices on account of shortages thereof; acts of God or of the public enemy; any existing or future laws or acts of any Federal, State or local Government (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business with which Seller in its judgment and discretion deems it advisable to comply as a legal or patriotic duty; or to any cause beyond the Seller's control. Quantities so affected may be eliminated from the contract without liability, but the contract shall remain otherwise unaffected. In the event of inability, for any reason, to supply the total demands for the material specified in Buyer's order, Seller may allocate its available supply among any or all purchasers (whether or not such purchasers have firm contracts), as well as departments, divisions and affiliates of Seller, on such basis as Seller may deem fair and practical without liability for any failure of performance which may result there from.
6. This contract is not assignable or transferable by Buyer, in whole or in part, except with the written consent of the Seller.
7. All Prices Subject to Change Without Notice.

8. Payment hereunder shall be in United States Dollars at Seller's Main Office in Glens Falls, N.Y., U.S.A., BY APPROVED Banker's U.S. Dollar Check without deduction for exchange fluctuations, customs or other charges which are imposed upon the transaction by or on behalf of any government or governmental agency.
9. Any of the terms and provisions of Buyer's order or other documents issued by Buyer in connection herewith which are inconsistent or at variance with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the materials mentioned and referred to herein.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller, unless made in writing and agreed to by a duly authorized official of Seller. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.
11. INTEREST SHALL BE CHARGED ON ALL OUTSTANDING INVOICES OVER THIRTY (30) DAYS IN AGE AT THE MAXIMUM RATE PERMISSIBLE BY LAW.
12. IN THE EVENT OF NON-PAYMENT BY THE BUYER, ACCORDING TO THE TERMS AND CONDITIONS CONTAINED HEREIN, THE BUYER AGREES TO PAY ALL COSTS AND/OR ATTORNEYS' FEES NECESSARY FOR COLLECTION OF THE AMOUNT DUE.