

TERMS AND CONDITIONS

1) PRICES AND TERMS OF PAYMENT: ChemCeed, LLC ("ChemCeed") will provide the goods described in the Sales Confirmation at the price set forth on the Sales Confirmation and will invoice the Buyer for the goods described in the Sales Confirmation. Unless otherwise indicated in the above Terms, payment in full for the price stated in the Sales Confirmation is due within thirty (30) days of delivery of the goods described in the Sales Confirmation. Payments not received within thirty (30) days are subject to monthly late fees equal to 2% of the unpaid amount. All credit card payments are to be assessed a 5% convenience fee.

2) DEFAULT: If Buyer fails to pay any invoice when due, ChemCeed may exercise any and all rights and remedies provided by law. Unless otherwise provided by law, Buyer shall pay to ChemCeed all reasonable costs of collection, including reasonable attorney's fees incurred by ChemCeed in attempting to collect any amount owed by Buyer for the goods.

3) FORCE MAJEURE: ChemCeed shall not be liable to Buyer for any delay or failure of delivery or of any other performance caused in whole or in part by any contingency beyond ChemCeed's reasonable control, including and with limitation, fire, flood, acts of God, war, riots, acts of any government or any agency or subdivision thereof, or shortage of or inability to secure labor, fuel, energy, raw goods, supplies, or machinery at reasonable prices or from regular sources. If the Sales Confirmation sets forth a deadline for completion of delivery, ChemCeed will give the Buyer timely notice of any impending delay which would result in the delivery not being completed by the specified date.

ChemCeed shall not be liable for any damage as a result of any delay or failure to deliver due to any act beyond the ChemCeed's control. Buyer's exclusive remedy for other delays and for ChemCeed's inability to deliver for any reason, shall be cancellation of order and refund of sums paid, if any.

4) LIMITED WARRANTY: ChemCeed warrants to Buyer that the goods will be provided in the quantity described in the Sales Confirmation. ChemCeed is prohibited from providing any warranty, representation, condition, or promises on behalf of the manufacturer of the product described in the Sales Confirmation. Further, NO WARRANTY SHALL APPLY TO ANY WORK OR ANY GOODS WHICH HAVE BEEN ABUSED, ALTERED, MODIFIED, USED IN THE MANNER NOT ORIGINALLY INTENDED, OR THAT THE GOODS HAVE FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER MATTER. Warranties arising from course of dealing or usage of trade, or any other matter are expressly disclaimed. ChemCeed is obligated on this warranty upon ChemCeed receiving a written claim on the warranty from Buyer within sixty (60) days after the goods are delivered to Buyer. Upon receipt of a timely claim for which ChemCeed determines to be valid, ChemCeed will within sixty (60) days of receipt of the claim either replace the goods or refund payments made by Buyer for the goods.

5) LIMITATION OF REMEDIES: ChemCeed SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE, OR OTHER TORT, OR OTHERWISE. Buyer expressly agrees that the limitations of indirect, incidental, consequential, and special damages set forth herein are agreed allocations of risk and they shall survive the determination of any court of competent jurisdiction that any remedy provided herein fails of its essential purpose. Under no circumstances shall ChemCeed's liability to Buyer in any case exceed the price paid by Buyer for purchase of the goods.

6) CHANGES: Any agreement regarding changes to the purchase or delivery of the goods between ChemCeed and Buyer shall be in writing.

7) TERMS OF DELIVERY: Unless otherwise agreed between ChemCeed and Buyer, all delivery will be FOB origin, Freight Collect, or freight pre-paid by Buyer which Buyer shall pay all freight charges, shall own goods while in transit, and shall file any damage claims of freight loss or damaged in route to Buyer's destination.

8) SECURITY INTEREST: Title to the goods sold hereunder, and all additions or accessions to any substitutions for such goods, shall remain in ChemCeed as a security interest and Buyer hereby grants to ChemCeed a security interest in the goods sold hereunder, until the Buyer has completed payment of the purchase price, plus accrued interest, and fully performed all of the other terms and conditions hereof, at which time ChemCeed's security interest is satisfied. This security interest applies to all such goods supplied by ChemCeed until Buyer has satisfied all payment obligations under any Sales Confirmation between ChemCeed and Buyer.

The goods covered hereby shall remain strictly personal property, irrespective of the mode of its attachment to realty, the consequences of its being disturbed or removed, or the use made of it. The Buyer shall maintain the goods covered hereby in good condition and repair and not permit its value to be impaired. The Buyer shall not sell, mortgage, pledge or otherwise deal in or encumber the goods without ChemCeed's prior written consent. ChemCeed is authorized to inspect the goods wherever located at any reasonable time or times. The goods shall be insured by the Buyer at its own expense in an amount not less than the balance due to ChemCeed under this agreement, with loss, if any, payable to the ChemCeed. ChemCeed has no duty to protect, insure, or realize upon the goods.

9) RETURNS: Products may be returned to ChemCeed only when ChemCeed's written permission, signed by duly authorized personnel of ChemCeed, shall be obtained by Buyer in advance. Goods may not be returned unless they are in marketable condition. Returned products must be securely packaged and reach ChemCeed without damage. Return transportation charges must be prepaid by Buyer. Stock items, when returned, will be credited at lowered prevailing price, and subject to a charge for handling and restocking.

Non-standard or special items are not subject to cancellation, change, reduction in amount, nor returned for credit without written consent and upon terms which indemnify ChemCeed against loss. Any cost incurred by ChemCeed to place products in marketable condition will be charged to Buyer.

10) DEFENSE AND INDEMNITY: From and after the date hereof, Buyer agrees defend, indemnify and hold ChemCeed harmless from and against any damages, costs, and attorney's fees incurred or sustained by ChemCeed as a result of (i) the sale of the goods by Buyer or the ownership or use of the goods from and after the date acquired by Buyer from ChemCeed, (ii) any changes, additions, or modifications of the goods by Buyer, or (iii) the breach or non-fulfillment of any covenant or agreement on the part of Buyer or breach of any representation of warranty on the part of Buyer under this Agreement.

11) ADMINISTRATION AND CONSTRUCTION: This Agreement shall be administered and construed in accordance with the following provisions:

a. Time. Time is of the essence of this Agreement.

b. Captions. The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret the Agreement nor to prescribe the scope or intent of the Agreement.

c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions. The Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

d. Entire Agreement. This Agreement constitutes the complete and entire understanding of the parties concerning the subject matter addressed herein.

e. Modification. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties to this Agreement.

f. Assignment and Delegation. This Agreement shall extend and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may not assign its interest herein without the express written consent of ChemCeed.

g. Governing Law, Venue and Jurisdiction. The provisions of this Agreement shall be governed by and construed under the laws of the State of Wisconsin. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be in the Circuit Court for Chippewa County, Wisconsin with the exception of adoption of aggrieved, joined to another action pending regardless of forum if jurisdiction only, and, in addition, the parties hereby expressly consent to the jurisdiction of the State of Wisconsin.

h. Waiver. The waiver of any provision (including the waiver of breach of any such provision) of this Agreement shall not be effective unless made in writing by the party granting the waiver. Any waiver by either party of any provision or the waiver of breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or a continuing waiver of the breach of the provision. No delay in enforcing any term hereunder shall constitute a waiver of such term and the parties expressly waive the defense of laches in the event of an action brought by the other party to enforce a term hereunder.

i. Expenses. Each of the parties hereto shall pay all costs and expenses incurred or to be incurred by it or them in the negotiation and preparation of this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

j. Remedies. Any remedies which the parties hereto may have pursuant to this Agreement or by law shall be cumulative. The parties hereto agree that if a party fails to comply with the terms and conditions hereof, the harm to the other party may not be fully compensable in money damages, and accordingly, the parties hereby agree that either party may seek specific performance of any and all provisions hereof to the full extent lawfully warranted, or enjoining the breaching party from continuing to commit any breach of the terms and conditions contained herein.

k. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by all parties to this Agreement to express their mutual intent, and no rule of strict construction against any party shall apply to any condition or term in this Agreement.