

General Terms and Conditions

1. The terms and condition on the front and back hereof constitute the contract and the entire understanding between the parties relating to the products covered thereby, anything inconsistent or to the contrary in any purchase order notwithstanding. Seller shall not be bound by this contract or by any change in, addition to, or waiver of any of the provisions hereof unless approved in writing by an authorized representative of Seller at its Principal Office at Flemington, New Jersey.
2. All sums shall be payable in legal tender of the U.S.A. Acceptance by Seller of bank drafts, checks or other media of payment is subject to collection. If Buyer is in any respect in default of any provisions of the contract, Seller may defer further deliveries until the default is remedied. Seller may terminate the contract. Seller may at any time, upon giving notice to Buyer, decline to make delivery except for cash.
3. Seller warrants all Products sold hereunder against failure to meet manufacturer's specification therefore: Such warranty is exclusive and in lieu of, and Buyer hereby waives, all other conditions and warranties applicable to the Product, whether statutory or implied, including without limitation, ANY IMPLIED WARRANTIES OF MECHANABILITY OR OF FITNESS and all other obligations and liabilities whatsoever of Seller to Buyer. Seller's obligation in respect to the products shall be limited to replacing any products which are defective as aforesaid and as to which a claim has been made in writing by the Seller within thirty (30) days after delivery and in no event shall Seller be liable for loss of use or any other damages, including without limitation lost profits, incidental, consequential or special damages, Further, Seller shall not be liable in any manner whatsoever for any damages suffered by Buyer which may in any degree be attributable to the adoption either by Buyer or any third party of technical information, data or advice given by or on behalf of Seller in relation to use of the Product.
4. Seller's recommendations or instructions are not intended to suggest operations which would infringe on any patents and Seller assumes no liability or responsibility for any such infringement. Buyer agrees to indemnify and hold harmless the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of any such infringement. Seller may, without liability to Buyer of any kind, decline to continue deliveries of any product, the manufacture, sale or use of which, in Seller's opinion would infringe any patent now or hereafter issued.
5. Buyer assumes full responsibility for and liability arising out of unloading, discharge, storage, handling and use of any product or container therefore, including the use of such product or container alone or in combination with other substances; compliance or noncompliance with any laws or regulations relating thereto.
6. Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any government or governmental authority which are hereafter levied directly upon the production, sale, transportation, or use of any product.
7. Neither party shall be liable for any failure to make or accept any one or more deliveries (or portions thereof) arising out of compliance with any law or other governmental action; or arising out of acts of God, fire, flood, explosion, strikes or other labor troubles, shortage or failure of supply of materials or equipment, interruption of or delay in transportation, or any other circumstance of like or different nature beyond the reasonable control of the party so failing; and, at the option of either party, the total quantity to be delivered shall be reduced by the quantity not delivered on account of any such cause. Seller may, without liability to Buyer of any kind, keep its available supply of any product for its own use, or distribute it among its customers upon such basis and in such manner as Seller deems fair and practicable.



8. If Buyer shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt, or if a receiver for Buyer be appointed by reason of insolvency, or if an involuntary petition in respect of Buyer's bankruptcy shall be filed and not discharged within sixty (60) days thereafter, Seller shall be at liberty in every such case by notice in writing forthwith to terminate this Contract, without prejudice to any rights accrued or damages already incurred.
9. Seller's weights shall govern, except in case of proved error.
10. Seller certifies that in the production of products covered hereby Seller has complied or will comply with the provisions of the Fair Labor Standards Act of 1938, as amended. A certification to such effect will also appear on each invoice.
11. Any notice shall be sufficiently given when duly mailed, addressed to Seller or to Buyer at their respective addresses appearing hereon, or to such other address for either party as that party may by notice designate.
12. This contract shall bind the respective successors and assigns of the parties hereto but none of Buyer's rights or obligations hereunder shall be assigned without Seller's prior written consent.