

TERMS: 2% - 10 NET 30 – A MONTHLY CARRYING CHARGE OF 2% MAY BE APPLIED TO ALL UNPAID BALANCES

RETURN GOODS: All returns of Crown Roll Leaf product or materials must be pre-authorized and the return container labelled clearly with the Return Authorization Number provided by the Seller. All products returned without prior authorization (RA #) will automatically be refused and no responsibility will be assumed by the Seller. No product or material will be approved for return after 60 days from the date of shipment by the Seller. If returned, the product or material will be inspected and if deemed re-sellable will be credited at the purchase price less freight both ways and less a restocking fee of 10%. Otherwise if confirmed to be defective by the Seller, and/or not to specifications as provided by the Buyer, and after Laboratory Inspection a refund (if invoice is already paid) or a Credit (if invoice is not paid) will be provided within a reasonable number of days of receipt of the product/materials

TAXES: Any quotations on prospective sales and prices by the Seller for current or future delivery on any product delivered within the United States are made with the understanding that any internal revenue tax, sales tax, import, export, impost, tonnage, shipping or other charges, or tax of any kind, effective at the present time or hereafter made effective and levied by any government authority on any of the products, the product container, on the manufacture, transportation and/or sale of the product or on the contract price, profits or any matter connected therewith, shall be added such price and paid by the Buyer.

CONDITIONS OF SALE

- 1 **CONTRACT TERMS:** The contract of the sales formed by the Buyer's order and Seller's acknowledgement is expressly limited to the terms specified herein which supersede the terms of the Buyer's order. Any variation from the terms herein will require consent of the Seller signed by its duly authorized representative, any laws or rules of construction of contracts to the contrary notwithstanding. Shipment pursuant to Buyer's order containing different or additional terms does not constitute acceptance of such terms.
- 2 **PRICES:** Prices are subject to change without notice. On any order accepted for shipment, prices in effect on the date of shipment will apply.
- 3 **TITLE, RISK OF LOSS:** Title to product or material and risk of loss thereof shall pass to the Buyer upon delivery to the carrier at the shipping point.
- 4 **WARRANTIES:** Unless specified differently on the face hereof, Seller warrants only that the products or materials delivered hereunder will be merchantable. SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS OR MATERIALS ARE FIT FOR A PARTICULAR PURPOSE. EXCEPT AS HERE STATED, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED. No claims of breach or warranty shall constitute cause of cancellation of this contract or any part hereof.
- 5 **SELLER'S LIABILITY:** Seller shall not be liable to Buyer in any event for special or consequential damages including but not limited to down time and cost of materials in connection with this sales or use of the products or material either alone either alone or with other materials. Maximum liability of Seller, if any, due to inferior quality or defective condition, delay, failure to ship or delayed shipment, or from any other cause shall be to refund if paid, or otherwise to credit to Buyer, the purchase price of that part of the products or material which is inferior in quality, defective, unshipped or subject to such other cause as may be the basis of claim, no claim against Seller shall be allowed unless Buyer complies with the provisions of condition 6.
- 6 **CLAIMS:** Upon delivery, Buyer shall make prompt inspection of all products and/or materials received and all claims must be made in writing to the Seller within (10) days after delivery. Buyer shall afford Seller's representative reasonable opportunity to examine and test the products or material which are the basis for the claim. As a condition of refund or credit, Seller may request Buyer to return to Seller with transportation charges collect, the products or material upon which the claim is made in as good condition as when received by the Buyer, except such part, if any, which cannot be returned due to the necessary use in processing to determine the existence of any inferior quality, or defective condition. Upon request, Buyer shall also return, if possible, the said products or materials used in processing. No claim against Seller shall be made or allowed or credit given for merchandise returned without prior authority (RA Number) of Seller.
In the event products or materials are received in damaged condition not acceptable for use, or an order is received short, Buyer shall notify Seller as set forth herein. A copy of the delivering carrier's receipt, indicating the damage or shortage and the disposition of the damaged products or materials must accompany this notification.
- 7 **RIGHT TO CANCEL:** Seller reserves the right to cancel any order any time within 60 days of the date of the Buyer's order if the order has not been shipped, unless the delay is that of the Seller and is not a cause listed in paragraph 8 below.
- 8 **FORCE MAJEURE:** All orders are subject to acceptance by Seller. If accepted, Seller agrees to fill all orders with reasonable promptness but shall not be held responsible for losses resulting from delays in filling orders or failure to make delivery by reason of partial or total interruption of transportation, inability to obtain essential supplies or transportation, manufacturing interruptions caused by fire, floods, labor disputes, or breakdown of facilities, war conditions in this or any other country, riots, interferences of civil or military authority, granting of or failure to receive priorities or allocations, compliance with any order, recommendation or request of any government authority or agency, or any causes whatsoever beyond Seller's control. The Seller reserves the right to pro-rate available supply amongst its customers.
- 9 **DEFAULT REMEDIES:** If Buyer fails to duly perform each of its obligations under this Agreement, including the prompt payment of all monies due hereunder, or if any time an assignment is made of the benefit of Buyer's creditors, or if a voluntary or involuntary petition for bankruptcy is filed by or against the Buyer, or if a receiver is appointed for Buyer's property, Seller may, at its option, terminate this Agreement, (as) and have all rights and remedies under applicable law, and Buyer shall pay Seller all costs and expenses including reasonable attorney's fees, the fees of collecting agencies, and other expenses incurred by the Seller in enforcing any of the terms or conditions hereunder. Seller shall not be deemed to have waived any of its rights hereunder by reason of its failure to assert its rights.
- 10 **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between Buyer and Seller notwithstanding inconsistent or additional terms and conditions in Buyer's purchase orders or other documents or verbal statements or representations made by any Seller employee. No modification of this Agreement or waiver of any of its provisions shall be effective unless in writing.
- 11 **ASSIGNMENT:** This agreement shall not be assigned by Buyer without the prior written consent of the Seller.
- 12 **PARAGRAPH HEADINGS:** The paragraph headings in this Agreement are included for convenience only and shall not be taken into consideration in any construction of this Agreement as any of its provisions.
- 13 **LAW:** This Agreement shall be construed under the laws of the state of New Jersey. Any actions brought arising out of this Agreement shall be heard exclusively in the appropriate New Jersey State Court situated in Passaic County, New Jersey and the parties hereby consent to said exclusive jurisdiction.