

STANDARD TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** The acceptance of your order by King Industries, Inc. ("Seller") is EXPRESSLY MADE CONDITIONAL UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS HEREIN SET FORTH and these constitute the only binding contract terms and conditions between the parties. Unless modified in writing and signed by both parties, your assent to the terms and conditions stated herein will be understood and delivery will be made accordingly.
2. **PRICE AND QUANTITY:** Anything herein and any course of dealing between parties to the contrary notwithstanding. (1) Seller shall not be obligated to sell or delivery any quantity of the product(s) covered by this acknowledgement beyond the amount, if any, which in Seller's sole judgment is available for such purposes at the date proposed shipment of such products(s) to the buyer. (2) Seller reserves the right to modify shipping point and/or schedule and shall not be liable for any failure to ship products as scheduled or from point of origin. (3) The price of any product(s) to be supplied hereunder shall be Seller's price for such product(s) as of the date of shipment thereof, unless otherwise agreed in writing. (4) Seller reserves the right to set minimums and/or premiums or to reject orders for unusual configurations or amounts. (5) Overrun or underrun of 10% or less in filling orders shall constitute full compliance with all orders, although Buyer must pay for only the quantity actually delivered. (6) Any freight allowances shall be those specified by Seller as of the date of shipment thereof. (7) If payments are not made when due, or if Seller has reason to believe that Buyer has unsatisfactory financial responsibility, Seller may require cash in advance or other payment terms, suspend shipment or cancel this agreement. (8) If this account is given to an attorney for collection, or if suit is brought for collection, or if it is collected through probate, bankruptcy or other judicial proceeding, then buyer shall pay to King Industries, Inc. all costs of collection, including reasonable attorney's fees and court costs, in addition to other amounts due.
3. **TAXES:** Any tax, excise or other governmental charge imposed upon the production, value added, sale or transportation of or to any material or product(s) sold hereunder which Seller may be required to pay shall be paid by Buyer to Seller in addition to the purchase price. Buyer shall provide Seller, on request, properly completed exemption certificates for any tax from which Buyer claims exemption.
4. **TITLE; RISK OF LOSS; CONTAINERS:** Unless it is otherwise indicated elsewhere in this agreement, delivery and sales terms are FOB shipping point. Title to the product(s) and risk of loss shall pass to Buyer upon delivery to a carrier or into Buyer's transport. Buyer is responsible for disposing of any drums or containers consistent with all applicable law and regulation. Buyer is responsible for insuring that such drums or containers are empty before disposal.
5. **INSPECTION AND NOTIFICATION:** Buyer shall inspect and test the product(s) delivered hereunder for damage, defect or shortage immediately upon receipt at Buyer's plant or such other location as determined by Buyer and provide Seller notice of any such damage, defect or shortage within thirty (30) days of receipt. [All claims for any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall be deemed waived unconditionally and absolutely unless Seller receives written notice of such claim not later than forty five (45) days after Buyer's receipt of the product(s) as to which such claim is made.]
6. **LIMITED WARRANTY & LIMITATION OF LIABILITY:** Seller warrants that the product(s) will meet its written specifications and were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and all other laws and regulations applicable to the product(s) and Seller's sale of them under this agreement. Seller also warrants that it has good and free title to the product(s) and that the product(s) will not infringe any valid claim of any United States patent covering the materials themselves, but the Seller does not warrant against infringement by reason of the use of the materials in combination with other products or in the operation of any process. Seller may discontinue deliveries of any product(s), the manufacture, sale or use of which in its opinion would involve patent infringement. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT(S), WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS.  
  
Defective or non-conforming product(s) shall be replaced by Seller without additional charge, or in lieu thereof, at Seller's option. Seller may refund the purchase price upon return of the product(s) at Seller's expense. NOTWITHSTANDING THE ABOVE AND REGARDLESS OF THE CIRCUMSTANCES, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) IN RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. Any cause of action that Buyer may have against Seller and which may arise under this contract must be commenced within one year after the cause of action has accrued.
7. **TECHNICAL INFORMATION; HAZARDS AND PRECAUTIONARY PROCEDURES:** Any Technical information or assistance Seller or any of its affiliates provides, including suggested formulations and recommendations, is given and accepted at Buyer's risk and is not a warranty or a specification. Buyer agrees that Buyer is responsible to test Seller's product(s), technical assistance and information to determine their suitability for Buyer's intended uses and applications. Seller shall furnish to Buyer Material Safety Data Sheets including warnings and safety and health information concerning the product(s) and/or the containers for such product(s) sold hereunder. Buyer agrees that it will familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation or use of the product(s) and the containers in which such product(s) is shipped and will manage the product(s) and containers accordingly. Buyer agrees to disseminate such information so as to give warning of possible hazards to persons who Buyer can reasonably foresee may be exposed to such hazards, including but not limited to Buyer's employees, agents, contractors and customers. Buyer agrees, notwithstanding anything herein to the contrary, to indemnify Seller and its affiliates for any claims made against Seller or its affiliates and for associated damages and expenses (including reasonable attorney's fees and expenses) to the extent caused by Buyer's failure to familiarize itself with such hazards and precautionary procedures, to manage accordingly, or to forward such information.
8. **MISCELLANEOUS:** No waiver by either party or any breach of other terms or conditions herein contained shall be construed as a waiver of any succeeding breach of the same or other terms and conditions. This agreement shall be construed and enforced under the laws of the State of Connecticut. Cancellation and changes in orders can be accepted only if the order is not in actual production. This agreement consists only of the terms and conditions set forth herein. Any modifications must be in writing and signed by both parties.