

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY: All products sold by ChemFree Corporation ("Seller") are sold on the terms and conditions herein set forth. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these terms. The accompanying invoice and these terms comprise the entire agreement between the parties and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submitted its purchase order or terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these terms.

2. SHIPPING AND TITLE: All products are sold FOB Seller's shipping point. Title and risk of loss passes to Buyer upon delivery of the products at Seller's shipping point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the products shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

3. TAXES: Any applicable sales, use, revenue, excise or other taxes not specifically charged on our invoice are to be remitted by the Buyer directly to the appropriate regulatory agency.

4. LIMITED WARRANTY: Seller warrants that its products will be free from material defects in material and workmanship under normal use and service for one (1) year from the date of purchase. This warranty will not apply to products that have been subject to careless handling or improper application. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER TYPE, WHETHER EXPRESSED OR IMPLIED, OR ARISING BY STATUTE OR OTHERWISE OR FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE), ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED.

5. BUYER'S EXCLUSIVE REMEDY: In the event of any breach by Seller of the warranty set forth in Section 4, Seller shall, in its sole discretion, either replace or repair the products at Seller's plant or, at Seller's option, credit or refund the purchase price of such products, provided that notice of any breach or problem is given within six (6) months after shipment. THE REMEDIES SET FORTH IN THE PREVIOUS SENTENCE SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 4.

6. LIMITATION OF LIABILITY: IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS, LOST SALES OR LOST REVENUE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS PURPOSE.

THE ENTIRE LIABILITY OF SELLER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE AGREED PRICE OF THE PRODUCTS SET FORTH IN THE APPLICABLE PURCHASE ORDER.

7. FORCE MAJEURE: Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of flood, fire, strike, labor troubles, riot, civil disturbances, accidents, acts or orders or regulations of civil or military authorities, shortages of material, or any other cause or causes (whether or not similar in nature to any of these enumerated) beyond the Seller's control.

8. PRODUCT CHANGES: In keeping with Seller's continuing policy of product improvement, Seller reserves the right to make changes in its products at any time, without incurring an obligation to change products previously shipped.

9. AMENDMENT; WAIVER. These terms may only be amended or modified in a writing which specifically states that it amends these terms and is signed by an authorized representative of each party. No waiver by Seller of any of the provisions of these terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. RETURNS/CREDITS: Please contact Seller's Customer Service Department for Return Goods Authorization (RGA). Credits (other than those for overpayments) expire 180 days after issuance. All returns must first be approved by Seller and are subject to the following conditions:

- A. No products will be accepted without an RGA Number.
- B. RGA is valid for 30 days from date of issue.
- C. A minimum fifteen percent (15%) restocking charge will be applied to all returns.
- D. Freight must be prepaid by the Buyer on all returns.
- E. Products cannot be returned for credit that exceed one (1) year from date of invoice. Items to be returned must be on the current Seller price list. Discontinued items are not returnable.
- G. Acceptance of returned products will be for quantities only in sellable condition and subject to final inspection.
- H. Paper copies of credits by request only.
- I. Disposal charges will be assessed on all non-warranty and unauthorized returns.

11. FREIGHT CLAIMS: The Buyer is responsible for acceptance of all shipments. Shortage or damage claims must be made to the carrier by the Buyer. All shortage or damages must be noted on the delivery receipt by the receiving department. Should shortage or damage be concealed at time of delivery, the Buyer must contact the carrier and request an on-site inspection within ten (10) working days from receipt of delivery. Any shortage or damage must be reported to Seller's Customer Service within thirty (30) days of invoice date.