



Terms and Conditions of Sales

ENTIRE AGREEMENT. The following terms and conditions, along with any terms and conditions contained on the face of Genesee Polymers' Invoice(s) to Buyer covering the goods specified on the Purchase Agreement between Genesee Polymers, as seller, and Buyer covering the same goods, represent the entire agreement between Genesee Polymers and Buyer with respect to the goods, and may not be modified except by a new written agreement signed by both Genesee Polymers and Buyer. In the event of a conflict between the terms and conditions of these documents those terms and conditions contained on the face of the Genesee Polymers' Invoice shall take precedence over those contained in the Buyers' Purchase Order.

ACCEPTANCE. All orders and sales contracts are subject to acceptance, raw material availability or rejection by Genesee Polymers at Burton, Michigan or at other locations designated by Genesee Polymers and are not binding on Genesee Polymers. Acceptance is always subject to availability for delivery of the goods covered by each order and to Genesee Polymers' prices for the goods which are in effect at the time of the shipment (unless otherwise agreed in a separate Agreement signed by Buyer and Genesee Polymers).

END USE. Determination of the suitability of goods contemplated by Buyer or Buyer's customers for the goods is the sole responsibility of the Buyer or Buyer's customers, whichever the case may be, and Genesee polymers shall have no responsibility in that connection. Buyer assumes all risk and liability for loss, damage, or injury to property of Buyer or others, arising out of the use or possession of the goods furnished under this agreement.

WARRANTY. Seller warrants goods and marketable title to the Product sold hereunder. Seller warrants the Product delivered hereunder will conform to its Quality Control Specifications at the time of shipment.

Upon request, the Seller will furnish such technical advice or assistance, as it deems appropriate about the use of its Product by Buyer. It is expressly understood, however, that all such technical advice or assistance is rendered without compensation to Seller. Seller assumes no obligation or liability for such advice or assistance given or results obtained. Further, Seller makes no warranty of results to be obtained, and Buyer accepts such recommendations at Buyer's risks.

BUYER ASSUMES ALL RISKS WHATSOEVER AS TO THE USE OF THE PRODUCT. BUYER'S EXCLUSIVE REMEDY, AS TO ANY BREACH OF WARRANTY, NEGLIGENCE OR OTHER CLAIM SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESSED OR IMPLIED WARRANTIES. GENESEE POLYMERS CORPORATION EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PURPOSE. Failure to adhere strictly to any recommended procedures shall relieve Genesee polymers of all liability with respect to the Product or the use thereof.

WARRANTY FOR SAMPLES. If this document covers a free sample, this clause applies in lieu of Seller's warranty above. ALL FREE SAMPLES ARE FURNISHED 'AS IS' AND THE RECIPIENT AGREES TO ASSUME ALL RISK AND LIABILITY WHATSOEVER FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY OR OTHERWISE RESULTING FROM THE HANDLING OR USE OF THE SAMPLE. By accepting the sample, the recipient agrees that he will not purchase the Product for commercial use until he has first determined that the product is merchantable and fit for the purpose for which the product is purchased and that the proposed use is in compliance with the requirements of all applicable laws.

LIMIT OF LIABILITY. Buyer assumes all risks and liability for damage or loss arising out of unloading, discharge, storage, handling, transportation and use by Buyer of any Product shipped pursuant to this Acknowledgement, including the use of such Product alone or in combination with other substances, or in the operation of any process, and for the arising out of compliance or non-compliance with Federal, State, Municipal, Local or foreign Governments, Laws and Regulations with reference thereto. BUYER'S EXCLUSIVE REMEDY AND SELLER'S LIMIT OF LIABILITY FOR ALL LOSSES OR DAMAGES RESULTING FROM DEFECTIVE PRODUCT OR FROM ANY OTHER CAUSE SHALL BE THE REFUND OF THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THE PRODUCT DELIVERED WITH RESPECT TO WHICH LOSSES OR DAMAGE ARE CLAIMED PLUS ANY TRANSPORTATION CHARGES PAID BY BUYER. IN NO EVENT, SHALL SELLER BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING FROM THE USE OF THE PRODUCT.

Buyer shall return no Product to Seller without specific written approval of Seller. Transportation charges for the return of Product shall not be paid by Seller unless so authorized by advance written notice of Seller's authorized representative in Seller's Burton, Michigan office. If Seller agrees to the return of the product, Buyer assumes all responsibility for transportation charges and agrees to pay to Seller a twenty percent (20%) restocking charge based upon the purchase price of the returned product.

CLAIM. Buyer shall inspect the Product furnished hereunder immediately after delivery to Buyer's place of business. All claims for alleged defective product, shortage or other cause shall be deemed waived unless made in writing within fifteen (15) days after delivery of such product, for which the claim is made, to Buyer's place of business. Such claim shall in no case exceed that portion of the purchase price as is applicable to that portion of the shipment with respect to which claims are made in case of breakage or loss in transit. Buyer shall have notation of same made on the delivery receipt at the time the product is unloaded at Buyer's place of business.

G-4099 S. Dort Highway / Burton, MI 48529-1827 / Phone No.: (810) 715-5018 / Fax No.: (810) 742-8581

Revised: 01/08/2018



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TITLE AND RISK OF LOSS. Title and risk of loss or delay to all goods supplied under this agreement shall pass to Buyer upon Genesee Polymers' delivery to carrier at shipping point.

ORDERS FOR INDEFINITE DELIVERY. Orders with indefinite dates are accepted on the understanding that Genesee Polymers shall have the right to fill the orders as it sees fit in the course of its manufacturing schedules and to hold the goods for the Buyer's account at the Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

CHANGE OR CANCELLATION OF ORDERS. Genesee Polymers will give due consideration to any request of Buyer for modification or cancellation of its order or release against an order, but the order or release may not be modified or cancelled without the written consent of Genesee Polymers. Genesee Polymer's waiver of a breach by Buyer of any provision of the agreement shall not constitute a waiver of any other breach by Buyer or of a subsequent breach of the same provision by Buyer for the same or any other cause.

QUANTITY VARIATIONS. On any individual order or release against an order for goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or manufacturing is involved, Genesee Polymers reserves the right to ship and invoice for a quantity of goods which may vary up to ten percent (10%) over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

QUOTATIONS. Unless otherwise specified, quotations are for information only and are not intended as an offer. Quotations are subject to change without notice in all respects, including prices, delivery dates, terms, quantities or specifications.

TERMS OF PAYMENT. Terms of payment shall be stated on the face of the invoice. No future dating will be given on invoices. Invoices are payable in United States currency only.

TAXES. Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of goods ordered or sold may, at Genesee Polymers' option, be added to the purchase price.

FREIGHT TERMS. Shipments will be made EXW and F.O.B. Burton, MI 48529. If Buyer does not specify the carrier or routing, Genesee Polymers will, at its discretion and for the account of Buyer, select the carrier and the routing.

SEVERABILITY. It is understood and agreed to by the parties hereto that if any part, term or provision of this Acknowledgment is by the courts held to be illegal or in conflict with any law (either State or Federal), the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be concluded and enforced as if the Acknowledgement did not contain the part, term or provision held to be invalid. All other disagreements will be resolved through arbitration according to the Laws of the State of Michigan

FAIR LABOR STANDARDS ACT. Genesee Polymers hereby certifies that the goods supplied to Buyer under this agreement were produced in compliance with the requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

COMMENCEMENT OF SUIT. An action for breach of this agreement must be commenced within two (2) years after the cause of the action as accrued.

APPLICABLE LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

MISCELLANEOUS. This constitutes the entire contract between the parties and shall not be modified except by writing signed by both parties. There are no understanding, representations or warranties of any kind not expressly set forth herein. Waiver, alteration or modification of one or more of the above terms shall not constitute a waiver, alteration or modification of any other term.

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