

General Sales Terms and Conditions
Hahl Inc.

1. PRICE

The order for the goods hereby is accepted subject to-delivery when available at Seller's price, point of delivery, service allowance, if any, and terms of payment in effect at date of shipment. If Seller desires to revise the price, point of delivery, service allowance or terms of payment for the goods hereunder, but restricted to any extent against so doing by reason of any governmental request, law, regulation, order or action, or if the price, point of delivery, service allowance or terms of payment in effect under this contract are altered by reason of governmental request, law regulation, order or action, Seller shall have the right to (a) terminate this contract with respect to any goods not then delivered by written notice to Buyer, (b) suspend deliveries for the duration of such restriction or alteration or (c) have apply to this contract (as of the effective date of such restriction or alteration) any price, point of delivery, service allowance or terms of payment governmentally acceptable. Any delivery suspended under this %teflon shall be cancelled without liability, but this contract shell Otherwise remain unaffected.

2. EXCUSE OF PERFORMANCE

- a) Deliveries may be suspended by either party in the event of: Act of God, war, riot, tire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, containers or transportation facilities, compliance with governmental requests, laws, regulations, orders or action; breakage or failure of machinery or apparatus; national defense, requirements of any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of such party; in the event of labor trouble, strike, lockout or injunction, (provided that neither party shall be required to settle a labor dispute against its own best judgement); which event makes a impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of a material upon which the manufacture of the goods is dependent.
- b) If Seller determines that its ability to supply the total demand for the goods, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture of the goods is hindered, limited or made impracticable, Seller may allocate its available supply of the goods or such material (without obligation to acquire other supplies of any such goods or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.
- c) Deliveries suspended or not made by reason of this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

3. BUYER'S CREDIT

Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it. in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the goods theretofore delivered. No cash discount will be allowed after payment terms noted on the reverse side hereof have expired or if any previously invoiced shipments remain unpaid past maturity. Interest at the prevailing rate as published by Hale will be charged on past due accounts. The prevailing interest rate is available upon request. Any and all costs associated with collection of past due credit granted will be the responsibility of the Buyer.

4. WEIGHTS AND CONTAINERS

In the case of bulk carload, tank car, tank truck or barge shipments. Seller's weights shall govern unless proved to be in error. Where returnable containers are used in shipment, title to such containers shall remain in Seller. Such containers must be kept in good conditions, must not be used for any material other than the goods shipped therein and must be returned within sixty (60) days from date of shipment.

5. SHIPMENTS

The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities purchased by Buyer for the preceding contract months or (b) the maximum quantity covered by this contract divided by the number of months in the period of the contract (provided, however, that if different quantities apply to different time periods within the period of this contract, Seller may limit shipments based upon the current maximum quantity for the applicable time period under this contract divided by the number of months in such *lime* period). Any quantity not shipped as a result of any such limitation shall oe deducted from the total quantity of this contract. Seller shall not be bound to render delivery of any quantities for which Buyer has no given shipping instruction.

6. LIMITED WARRANTY

Subject to Section 7 and unless otherwise expressly provided in this contract, Seller warrants title and that the goods shall conform to Seller's standard specifications or to *the* attached specifications, if any. Subject to the preceding sentence and except as otherwise expressly provided herein. Seller makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose. Or any other matter, with respect to the goods, whether used alone or in combination with any other material.

7. LIMITATION OF LIABILITY

- a) Within thirty (30) days after receipt of each shipment of the goods. Buyer shall examine such goods for any damage, defect or shortage. All claims for any cause whatsoever (whether such cause be based in contract negligence, strict liability, oth-

er tort or otherwise) shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods, in respect to which such claims is made or, it such claim is for non-delivery of such goods, within sixty (60) days after the date upon which such goods were to be delivered, provided that as to any such cause not reasonably discoverable within such sixty (60) day ported (including that discoverable only in processing, further manufacture, other use or resale) any claim shall be made in writing and received by Seiler within one hundred eighty (180) days after Buyer's receipt of the goods in respect to which such claim is made or within thirty (30) days after Buyer learns of the facts giving rise to such claim whichever shall first occur. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of the goods shall have then taken place.

- b) Buyer's exclusive remedy shall be for damages, and seller's total liability for any and all losses and damages arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) shall in no event exceed the purchase price of the foods in respect to which such cause arises or at seller's option, the repair or replacement of such goods. And in no event shall seller be liable for incidental, consequential or punitive damages resulting from any such cause. Seller shall not be liable for, and Buyer assumes liability for all personal injury and property damage, connected with the handling, transportation, possession, processing, further manufacture, other use or resale of the goods, whether the goods are used alone or in combination with any other material. Transportation charges for the return of the goods shall not be paid unless authorized in advance by Seller.
- c) If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the goods, Seller shall not be liable for and Buyer assumes all risk of such advice and the result thereof.

8. FREIGHT AND TAXES

Any increase in freight rates paid by Seller on shipments covered by this contract and hereafter becoming effective and any tax or governmental charge or increase in same (Excluding any franchise or income or other tax or charge based on income) (a) increasing the cost to Seller of producing, selling or delivery of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax. Value Added Tax, may, at Seller's option, be added to the price herein specified.

9. LOSS IN TRANSIT

In case of breakage or loss in transit, Buyer shall have notation of same made on carrier's delivery receipt upon receipt of shipment or at the time breakage or loss is discovered.

10. ASSIGNMENT

Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

11. MISCELLANEOUS

The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of South Carolina. This contracts constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. Except as provided by Section t hereof, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction form containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other rights or remedy, unless such waiver be expressed in writing signee by the party to be bound.