



TERMS AND CONDITIONS OF SALE

1. Purchaser acknowledges that by purchasing any goods or services from Access Chemicals & Services, LLC "Seller" subsequent to the submission of this application, Purchaser shall be deemed to have accepted the following terms and conditions. However, Seller shall have no obligation whatsoever to make any sale to Purchaser or to extend credit to Purchaser.
2. All sales shall be governed by and construed for all purposes, including, without limitation, Seller's obligations or liabilities respecting its products, according to the laws of the State of Texas.
3. Seller shall not be liable for delays or defaults, nor the direct or indirect, consequential, incidental or special damages resulting therefrom, due to war, labor dispute, accident, fire, flood, government action, or any other cause beyond Seller's reasonable control. In such event, Seller may apportion such goods among its customers, as it may consider equitable in its sole discretion.
4. Terms of payment are Net 30 days unless otherwise agreed upon in writing in a sales contract and so noted on each invoice. Terms shall be effective from the date of invoice. An interest charge at the lower of 1% per month or the highest permissible rate allowed by law "maybe" assessed by Seller on any invoiced amount not paid within the terms of each invoice. Seller shall be entitled to recover from Purchaser all fees, expenses and costs, including but not limited to attorneys' fees, related to collecting any amounts due to Seller.
5. Unless otherwise agreed upon by the parties, delivery will be made F.O.B. point of shipment and risk of loss shall pass to Purchaser upon delivery to carrier, without regard to which party pays shipping cost.
6. Seller's liability and Purchaser's exclusive remedy, whether under this agreement, or any other contract between Seller and Purchaser, under strict liability, for Seller's negligence, or otherwise, is limited to replacement, or repair of the defective part or return of the purchase price, at Seller's option. **IN NO EVENT, SHALL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.** Prompt written notice of any claim or defect must be made to the Seller.
7. Purchases may not be returned without Seller's prior written consent. Restocking charges may be assessed to the Purchaser at the sole discretion of Seller.
8. Purchaser agrees that any credit balances issued will be processed and used within one (1) year of its issuance. **IF NOT PROCESSED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND ACCESS CHEMICALS SHALL HAVE NO FURTHER LIABILITY.**
9. No order shall be subject to cancellation or modification without prior written consent of the Seller.
10. Purchaser is responsible for any taxes, charges or other fees presently or subsequently imposed by any law, order, regulation or ordinance of the Federal, State or Municipal governments for production, sale, use, transportation, delivery or servicing of the products sold hereby.
11. Seller assumes no responsibility if the manufacture and sale of goods specified by Purchaser are an infringement of patent rights of other persons, except as to goods solely manufactured by Seller.
12. To the best of Seller's knowledge, goods sold under this agreement have been produced and distributed in compliance with applicable law including the requirements of the Fair Labor Standards Act of 1938, as amended.
13. Stenographic or clerical errors are subject to correction.
14. The terms and conditions stated herein are the final expression of the agreement between Seller and Purchaser and are a complete and exhaustive statement of terms and conditions of such agreement. Seller hereby objects to and rejects any and all additional or different terms proposed by Purchaser, whether contained in Purchaser's purchasing or shipping release forms, or elsewhere.

Customer Signature

Date