

Astro Chemical Company, Inc.
General Terms and Conditions of Sale – Rev. 004

1. GENERAL

The General Terms and Conditions of Sale provided herein constitute an offer for the sale of the products as listed in an Astro Chemical Company, Inc. (“the Company”) quotation or order acknowledgment. This offer is expressly conditioned upon Customer’s acceptance of all of the terms and conditions contained herein or incorporated herein by reference. To the extent that, prior to the Company’s tender of these General and Terms and Conditions to Customer, Customer has previously sent a purchase order or other document containing terms and conditions inconsistent with those set forth herein, the Company hereby expressly rejects such terms and conditions in their entirety, and the terms and conditions set forth herein in these General Terms and Conditions of Sale shall serve as a counter-offer expressly conditioned on Customer’s acceptance of all of the terms and conditions contained herein or incorporated herein by reference.

Customer’s execution of this document or acceptance of and/or payment for the products constitutes an acceptance of the terms and conditions set forth herein, whether as offer or counteroffer, and an express acknowledgment that any other terms or conditions set forth in any other document provided by Customer to the Company, including but not limited to any such terms or conditions as may be set forth in, on, or as part of Customer’s own purchase order form or other document, are expressly rejected, withdrawn, and are not binding on the Company or Customer with respect to the sale of products referred to in the Company’s quotation or acknowledgment.

Any attempt by Customer to order products from the Company using Customer’s own purchase order or other document containing any terms and conditions inconsistent with or in addition to the terms and conditions contained herein shall be deemed an offer to the Company which the Company hereby expressly rejects. Such rejected offer is not binding upon the Company and any such terms and conditions are expressly rejected by the Company, including but not limited to any general terms and conditions set forth in any document provided to the Company by Customer or referred to in any document by Customer.

2. SHIPPING AND DELIVERY

Unless otherwise agreed to in writing, title to goods passes to Customer upon delivery to the carrier F.O.B. point of shipment. Risk of loss or damage passes to Customer upon delivery to the carrier. It is Customer’s responsibility to arrange for any insurance coverage for any such goods, whether through the carrier or otherwise, as well as to file claims for damage to or destruction of such goods with the carrier or otherwise. Unless otherwise expressly agreed to in an executed writing by and between Customer and the Company, any indication by the Company of a date or dates for the shipment or delivery of any goods is understood by Customer and the Company to be an estimate only and not a commitment by the Company to any particular shipping or delivery date or date in advance of such shipment or delivery. Any reference to shipping or delivery dates in any order form, order acknowledgment, or other document, correspondence, or communication between Customer and the Company shall be deemed a request (if made by Customer) or an estimate of an approximate shipping or delivery date based on the Company’s best approximation as of the date of the statement of such date (if made by the Company). Customer expressly agrees that the Company may, in its sole discretion, disregard any shipping or delivery date requested by Customer in favor of the selection of its own estimated shipping or delivery date, or may change or alter any such shipping or delivery date previously stated in any order acknowledgment or other document or other communication of any such shipping or delivery date to Customer. Requested delivery dates provided by Customer to the Company will be used solely to guide the packing, staging, and shipment of orders, and the Company shall use its best efforts to ship all orders in accordance with such requests whenever reasonably possible. It is the sole responsibility of the Customer to specify the appropriate requested shipping date(s) and shipping method to facilitate delivery on or before their desired delivery date. Unless otherwise agreed to by Customer and the Company in a mutually executed writing, the Company further reserves the right to ship any goods up to seven (7) days prior to Customer’s requested shipping date to further ensure delivery prior to any specific delivery date requested by the Customer.

THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, AND CUSTOMER EXPRESSLY RELEASES THE COMPANY FROM ANY AND ALL LIABILITY WITH RESPECT TO, ANY CLAIMS RELATED IN ANY WAY TO ANY DELAY IN THE SHIPMENT OR DELIVERY OF ANY

GOODS SUBJECT TO THESE GENERAL TERMS AND CONDITIONS OF SALE. CUSTOMER EXPRESSLY WAIVES ANY RIGHTS IT HAS, HAD, OR MAY IN FUTURE HAVE TO BRING ANY SUCH CLAIMS AGAINST THE COMPANY.

3. LIMITED WARRANTY

All products delivered to Customer pursuant to the terms and conditions herein stated are expressly warranted as follows: (1) Company has good title to such products; and (2) the products will conform to the specifications set forth on the Company's Product Data Sheet for the goods, or such specifications as have been expressly agreed to in advance, in writing between the Company and Customer. The warranty period is set forth as the usable shelf life of the product as marked on the product container label, if not so set forth, one year.

THE FOREGOING EXPRESS WARRANTIES CONSTITUTE THE EXCLUSIVE WARRANTIES MADE BY COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer expressly acknowledges that it has not provided Company with any information as to the particular purpose for which the product will be used, or if any such information has been provided, it has been provided only for illustrative or hypothetical purposes only and Customer is not relying on the Company to produce goods that are fit for any particular purpose.

CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO INVOKE THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR TO CLAIM THAT ANY PRODUCTS PROVIDED BY COMPANY ARE UNFIT FOR ANY PARTICULAR PURPOSE.

Any technical advice furnished by Company or any of its representatives concerning any use or application of any goods furnished hereunder, including technical advice in any brochure or similar material, is believed to be reliable but the Company makes no warranty, express or implied, that specific results will be obtained. Such advice shall not subject the Company to any liability, whether in tort (including negligence), warranty, contract, or otherwise. It is expressly and explicitly the responsibility of the Customer to evaluate and qualify use of the Company's products for their intended use. The Customer assumes all responsibility for loss or damage resulting from its handling or use of goods.

The properties of the products set forth in any data sheets, brochures, prospectus, or other document made available to Customer by Company are based on the results of testing of typical materials produced by the Company. Some natural variation in product properties is typical. Comments or suggestions relating to any subject other than product properties are offered only to call attention to considerations which may be relevant in the Customer's independent determination and evaluation of the use and/or manner of use of product. The Company does not represent or warrant that the use of its product will have the results described in the documents or that the information provided is complete, accurate or useful. Customer is solely responsible for testing the product to determine its properties and its suitability for any use to which it intends to put the product.

THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE, HARM, INJURY, COST OR EXPENSE TO ANY PERSON RESULTING DIRECTLY OR INDIRECTLY FROM THAT PERSON'S RELIANCE ON ANY INFORMATION CONTAINED IN THE DOCUMENTS.

4. CLAIMS; LIMITATION OF LIABILITY

To preserve any claim it may have, Customer shall promptly inspect all goods delivered hereunder and notify the Company within ten (10) days of receipt of any non-conforming goods. The results of tests designed to demonstrate that goods are non-conforming shall be valid only if (1) test conditions are mutually agreed upon by the Customer and the Company and (2) Company is given reasonable advance notice of, and is authorized to be present at, or involved in, any such tests. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR A CLAIM BY CUSTOMER IF THE CLAIM IS NOT MADE PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. In the event of a valid claim with respect to goods provided hereunder, Company's sole obligation to Customer is limited to (1) replacement of such goods F.O.B. the Company's facility, or (2) refund of the purchase price of the goods.

The Company shall, not under any circumstances, be liable for special, consequential, punitive or exemplary damages such as, but not limited to, damage to or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, cost of delays, or claims by customers of the Customer. The foregoing constitutes the sole and exclusive liability of the Company and the sole and exclusive remedies available to the Customer. It applies to any and all liability of the Company, including but not limited to liability arising out of contract, negligence, strict liability, warranty or otherwise. Customer expressly acknowledges and agrees that Company has agreed to sell products to Customer in express reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an agreed-upon allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. Customer expressly acknowledges and agrees that the disclaimers, waivers, and exclusions set forth herein shall apply and be enforceable to the fullest extent of the law even any of the express warranties set forth herein fail of their essential purposes.

5. PAYMENT

Payment shall be made by the Customer to the Company according to our standard terms **Net 30 Days, No Discount** unless otherwise previously agreed upon in writing prior to purchase order acceptance. Each shipment by the Company is a separate and independent transaction and payment for each shipment shall be made accordingly. All payments are to be made in full and are not subject to discount, set-off, recoupment, abatement, counterclaim or any other adjustment. If payment is not made by the due date the Company reserves the right to suspend further shipments against current or future purchase orders issued by the Customer, and to assess interest against unpaid overdue balances. The Company further preserves all remedies to recoup outstanding overdue balances as allowed by law.

6. SALES AND SIMILAR TAXES

Quoted prices do not include sales, use, excise, import or similar taxes. Consequently, in addition to the price established, the amount of any present, future or subsequently imposed sales, use, excise or other similar taxes applicable to the sale or use of goods shipped hereunder by the Company or by the Customer, shall be paid by the Customer.

7. FIRST PURCHASE AND FINANCIAL INSECURITY

If, at any time, the Customer's financial condition does not, in the Company's judgment, justify continuance of shipments of goods under the terms of payment originally specified, Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding, without being subjected to any cancellation charges or other liability. For first-time purchases by a new Customer, the Company may require full or partial payment in advance until satisfactory credit check is completed and a successful payment process is established. The Company reserves a purchase money security interest in all goods shipped hereunder and its interest and rights shall continue until all payments for goods have been received by Company. Customer agrees to do, and authorizes the Company to do, all acts necessary to perfect and maintain such rights and interests of the Company.

8. FORCE MAJEURE; SHORTAGES

The Company shall not be liable for delay in delivery or failure to manufacture due to causes beyond its reasonable control, or due to acts of God, acts of Customer, acts of civil or military authority, government priorities, strikes or other decisions on the part of the Company's or its suppliers' employees not to work, floods, epidemics, war, riot, delays in transportation, or medical events including but not limited to epidemics or pandemics. The Company and Customer expressly acknowledge that the limitations of liability created under this section of these General Terms and Conditions of Sale shall apply even if the delay in delivery or failure to manufacture is caused by the voluntary response of the company or any of its employees, directors, officers, or affiliates in response to an event that has occurred beyond its reasonable control, including but not limited to voluntary compliance by such persons or entities with laws, rules, guidelines or recommendations of any state, local, or federal agency, department, official, or other person or entity with jurisdiction over or responsibility for the event in question. Such persons or entities shall include but not be limited to the National Institutes of Health, the Centers for Disease Control, the Department of Health and Human Services, the Governor of the State of New York, local Commissioners with jurisdiction over public health or safety, State or local police, or the F.B.I. or C.I.A. In the event of any such delay or failure, the period for performance by the Company shall be extended for a period equal to the

time lost that is reasonably attributable to the reason or the delay. During any period of shortage for any cause, the Company may prorate its supply of goods among its internal demand and its customers at its sole discretion and in whatever manner it chooses.

9. COMPLIANCE WITH LAW

Any goods delivered by the Company hereunder will be produced in compliance with the applicable provisions of the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, the Toxic Substances Control Act, as amended, and the Clean Air Act, as amended. The Company will comply with applicable Federal, State and local laws and regulations, as of the date of this document, which relate to (i) non-segregated facilities and equal employment opportunity; and (ii) workmen's compensation. If necessary, price will be equitably adjusted to compensate the Company for the cost of compliance with any other laws or regulations. It is explicitly the responsibility of the Customer to perform necessary due diligence, appropriate workplace safety assessment, and consultation with local regulations to confirm products purchased and the intended use conform with locally applicable laws and regulations governing such products and their intended use.

10. MISCELLANEOUS

Delegation or assignment by the Customer of any or all of its obligations or rights hereunder without the Company's prior written consent shall be void. Validity, performance and all matters relating to the interpretation and effect of this document and any referenced attachment hereto shall be governed by the law of the State of New York, without regard to the conflict of laws principles thereof. Unenforceability, invalidity or illegality of any provision of this document shall not render unenforceable, invalid or illegal any other provision herein. All terms and conditions set forth herein, any other document in which the terms and conditions set forth herein are referenced, incorporated by reference, or to which these terms and conditions are attached, affixed, or included, including any document in which these terms or conditions are preprinted on the reverse, a document to which these terms and conditions are included an exhibit, and all referenced attachments and terms on the face hereof or in any other document memorializing any order by the Customer of any of the Company's products, or the Company's provision to the Customer of any of the Company's products, contain and constitute the entire agreement between the Customer and the Company. Any representation, promise, condition or understanding, course of performance, course of dealing or trade usage not contained herein or in any other portion of said agreement shall not be binding and shall not be relevant in interpreting this agreement/document unless reduced to writing and signed by Company's authorized representative. No failure to assert rights or course of conduct by Company shall constitute a waiver by Company of its rights. No waiver, alteration, or modification hereof or of any such contract or attachments or said terms shall be valid unless made in writing and signed by authorized representatives of all parties.