

## STANDARD CONDITIONS OF SALE

In these Conditions of Sale the "Company" means Corrocoat U.S.A. and the "Customer" means any buyer of any goods or services provided by the Company. The Company only does business upon the terms of these Conditions of Sale which shall be deemed to be incorporated in any contract between the Company and the Customer. The Customer accepts that no other terms and conditions govern the contract. These Conditions of Sale shall not be altered or varied except by express written agreement signed on behalf of the Company and shall take effect to the exclusion of any terms or conditions stipulated by the Customer. In the event of the Customer's order containing or being subject to conditions at variance with these terms, the terms set out hereinafter shall be the terms prevailing. The Customer shall be responsible for and shall indemnify the Company for the actions of all agents and assigns and persons acting on behalf of the Customer. A contract for sale, hereinafter referred to as "the Contract", shall be made when the Company sends its written acceptance in the form of an acknowledgement or confirmation of the Customer's order.

### Validity of Quotations

1. Quotations are open for acceptance in writing for a period of 60 days subject to goods being unsold and/or equipment and materials being available. Quotations are based on market prices and rates of material, labor and sub contracts at the quotation date and the Company reserves the right to amend the quotation price and rates for any reason beyond the Company's control between the date of quotation and delivery. All quotations and tenders are given by the Company on condition that the Company shall not be bound until it has communicated its written acceptance of the Customer's order. The Company reserves the right to cancel or withdraw any quotation without notice at any time before the written acceptance by the Company.

### Drawings, Specifications, and Technical Information

2. Specifications, drawings, technical information and dimensions submitted with the quotation and descriptive matter, photographs, illustrations or advertisements and other particulars not specifically incorporated in the quotation and specification are carefully prepared but form no part of the agreement. The Company shall not be responsible for any inaccuracy. All drawings, specifications, and technical information are and remain the copyright and property of the Company and are supplied on condition that the Customer treats the information therein as confidential and is not to be used without the written consent of the Company.

### Delivery and Performance

3. Time shall not be of the essence of the Contract. Estimates as to time of delivery or performance of the work are made by the Company in good faith and every effort shall be made to adhere to them and to meet the requirements of the Customer but the Company shall not be under any liability whatsoever by the consequences of any delay.
4. Deliveries are ex-works and unpacked unless otherwise stated in writing. Goods carried, delivered or unloaded by the Company or any other carrier shall be at the Customer's cost and risk unless otherwise agreed in writing by the Company. The Company shall not be liable for loss, damage, delay, detention or wrong delivery howsoever caused. The Customer shall inspect the goods immediately on arrival thereof and shall within three days from such inspection give notice to the Company of any matter or thing by reason of which it is alleged the goods are not in accordance with the Contract. If the Customer shall fail to give such notice the goods shall be deemed in all respects in accordance with the Contract and the Customer shall be bound to accept and pay for the same accordingly. Before giving carriers a receipt for goods tendered the Customer shall examine them but if unable to do so shall sign for the same as unexamined. Where goods are to be delivered by installments and the Customer (a) fails to accept any delivery when due or (b) defaults in making payment when due then in either case the Company may cancel any or all subsequent deliveries and the Customer shall compensate the Company in full for any loss or expense arising from such cancellation.

### Limitation of Liability

5. Goods or work are not supplied or carried out subject to any condition of fitness for any particular purpose and the Customer will be deemed to have examined the goods or work specification and found them suitable for his purpose. No responsibility or liability is accepted for goods or work carried out and found to be unsuitable for the purpose.
6. Liability of the Company for any loss or damage to any of the Customer's goods sent to the Company for repair shall not exceed the Contract price in respect of those goods or \$50,000, whichever is less, unless otherwise agreed in writing by the Company prior to the Contract.
7. The Company shall not be liable for any error due to lack of or incorrect information provided by or on behalf of the Customer or for any drawing, design or specification not prepared or approved by the Company. Quotations and specifications do not constitute any warranty, representation or opinions of the practicability of construction or efficiency, safety or otherwise of goods or services to be supplied by the Company.
8. Save in respect of personal injury or death due to the negligence of the Company, the Company shall not be liable to the Customer in respect of any loss suffered by the Customer due to any occurrence arising from the goods or services provided under the Contract.
9. Without prejudice to Condition 8, the Company shall not be liable to the Customer or to any third party for any loss of profit, consequential or other economic loss or damage suffered by the Customer, whether directly or indirectly, arising in any way from this Contract.
10. Save in respect of personal injury or death due to the negligence of the Company, the liability of the Company under the Conditions shall not exceed the Contract Price or \$50,000 whichever is less.

### Force Majeure

11. The Company shall not be liable for any default due to any circumstances beyond the reasonable control of the Company including, but not limited to, "acts of God", war, civil unrest, riot, lock-out, acts of civil or military authorities, fire, flood, earthquake, or shortage of supply or failure to deliver by the suppliers of the Company.

### Payment

12. Payments must be remitted to the Company's Jacksonville office or by bank transfer to the Company's bank in Jacksonville. Terms of payment are strictly net cash 30 days unless otherwise agreed in writing. No delay for any reason in using goods or services and no alleged defect shall entitle the Customer to delay payment. If the Customer fails to make any payment on the due date in the manner agreed, the Company shall be entitled to rescind the Contract and enter and remove the goods without prejudice to any rights of action which the Company may have against the Customer. Invoices not paid after 60 days will be subject to the addition of interest from the due date at a rate of 2% per month, without prejudice to the Company's statutory rights.

### Reservation of Title

13. (a) The title to goods supplied shall not pass until the Company is paid in full. From the time of dispatch by the Company, goods are held at the sole risk of the Customer and if they are lost, damaged, destroyed or stolen the Company shall be paid in full unless such occurrence is occasioned solely by the negligence of the Company.
- (b) Until payment in full for the goods has been received by the Company the Customer shall keep the goods free from any charge lien or any other encumbrance whatsoever and shall store the goods separately from its own goods or those of any other person and will mark or otherwise identify the goods clearly and conspicuously as the property of the Company.
- (c) Until payment in full for the goods has been received by the Company, the Company may at any time require the goods to be returned to it and if such requirement is not forthwith complied with may retake possession of the goods and for such purpose is irrevocably authorized to enter upon any premises of or occupied by the Customer or its agents.
- (d) Before payment in full for the goods has been received by the Company, the Customer (acting on its own account and not as agent of the Company) is licensed by the Company to agree to sell any of the goods in its possession in the ordinary course of its business provided that the Company has not required the return of the goods and that none of the events mentioned in Condition 15 herein shall have occurred.
- (e) Any sale by the Customer before payment in full for the goods has been received by the Company shall be on the express condition that the proceeds of such sale (including for the purpose of this Condition any right to or claim for such proceeds) are held in trust for the Company and such proceeds shall be kept distinct and apart from other monies of the Customer.

### General

14. Orders are accepted on the condition that the Customer has complied with every applicable statutory or other lawful requirement or instruction of lawful authority, and in particular that every license, permit or other authority required in connection with the goods or services has been obtained.
15. If the Customer shall default in or commit any breach of its obligations to the Company or if any distress or execution shall be levied upon the Customer or if the Customer shall become bankrupt or insolvent or shall compound with its creditors or proceedings are commenced for the liquidation of the Customer (other than for a voluntary winding up for the purposes of reorganization) or if a receiver or manager is appointed over the Customer's assets or any of them then the Company shall be entitled to cancel the Contract or any other contract with the Customer in whole or in part by written notice and such cancellation shall be without prejudice to any right or remedy accrued or accruing to the Company.
16. If any term or provision of these Conditions is held invalid or unenforceable for any reason by any court of competent and valid jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions has been agreed with the invalid, illegal or unenforceable provision eliminated.
17. The Company may, without the consent of the Customer, subcontract or sublicense its rights or obligations under this Contract or any part of these Conditions.
18. United States Law shall apply to all transaction, Contracts and agreements, and the parties shall submit to the exclusive jurisdiction of the United States Courts in respect of any dispute arising out of the Contract.