

TERMS & CONDITIONS

F.O.B.: Steubenville, Ohio, 43952 USA

PAYMENT TERMS: Net 30 Days of Date of Invoice

"Unless otherwise stated and agreed upon"

Payable in U.S. Funds drawn on a U.S. Bank "ACH preferred method of payment"

MINIMUM ORDER \$150.00 By ordering any product or material, Buyer, hereby agrees to the following terms and conditions of sale

ACCEPTANCE: all Sales are subject to and expressly conditioned upon the terms, conditions contained herein and upon buyer's assent thereto, no variation of these terms, and conditions will be binding upon seller unless agreed to in writing and signed by an officer or other authorized representative of seller. In the case of legal or extra judicial insolvency, declaration of bankruptcy or temporary receivership of the buyer as well as cases of total or partial noncompliance of the agreed terms, Barium & Chemicals, Inc. reserves the right to terminate the contract without need for previous notice and with the possibility of claiming the corresponding indemnity for damages and prejudicial consequences.

ORDERS & SUPPLIES: All orders placed with Barium & Chemicals, Inc. are not binding unless they contain the following details:

- Customer Order number
- Customer ship to address and delivery instructions
- Customer Invoice address and mode of delivery of invoices
- Payment terms as defined by agreement with customer and Barium & Chemicals, Inc.
- Quantity of order, number of containers, special packaging requirements and labeling notes
- Requested date of delivery of customer order (may be adjusted by seller to meet current lead time restrictions)
- Customer part number or specification number to include:
 - i. Updated revisions for specifications on file

- ii. Acceptance of Barium & Chemicals, Inc. specification for products previously ordered
- iii. Copy of customer's specification as agreed upon prior to order submission

- If buyer does not provide all the information indicated in item above and which necessarily must appear on the order, Seller reserves the right not to accept it and /or ask the buyer for the necessary data for correct processing. In this last case, if in the term of 10 business days the additional required information has not been provided, Seller may accept the order, processing the corresponding order according to available data, or choose to reject it, remaining in both cases exempt of all responsibility.
- Once the order has been processed and accepted expressly or tacitly according to the indicated terms, this will absolute and legally binding for buyer and seller, respectively.
- Barium & Chemicals, Inc. will in no case be responsible for delay in product delivery when this is caused by Force Majeure or when the delay is not imputable solely to Barium & Chemicals, Inc. In purely informative terms, Force Majeure is considered fires, explosions, lightening, sudden incapacity to obtain raw materials, manpower, etc.

CHANGES & CANCELLATIONS: In order to fully cancel your order please contact bcisales@bariumchemicals.com within **24 hours** of receiving the order acknowledgement. Once your order has been confirmed and you have passed the 24 hours of confirmation the following applies:

- Within 7 days of the purchase order confirmation, you will be charged a 40% restocking fee.
- After 7 days of the purchase order confirmation, you will be unable to cancel your order for any reason.

Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by the Seller, in such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including but not limited to, storage and shipment costs, costs of producing non-standard materials, cost of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by the Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.

TERMS & PRICES: Seller strives to avoid price increases but reserves the right to do so anytime market demands. All written quotations are valid for 30 days unless otherwise noted on quote request. In cases where the selling prices have changed significantly, Seller will contact Buyer for approval prior to shipping any mailed, faxed or electronically-transferred order. Note: PRICES AND PRODUCT DESCRIPTIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. SELLER PAYMENT TERMS ARE NET 30 DAYS OF INVOICE, UNLESS OTHERWISE STATED.

PAYMENT: Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of the Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchased price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of the Buyer and apply such proceeds as a credit without set-off or deduction of any kind against the contract purchase price and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

TAXES AND OTHER CHARGES: Any use tax, sales tax, excise tax, duty, custom, insurance, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge. 6.

CREDIT CARD PAYMENTS: Seller accepts all major credit cards as a form of payment. Terms of credit card payments will be strictly adhered to. Should Buyer request to change sales terms of Net 30 Days to Credit Card payment at the end of the 30 day term, there will be a \$50.00 handling fee attached to the invoice for the change. All requests for payment by credit card must be accompanied by completed credit card information form provided by Seller at time of order and are subject to a 3.5% processing fee.

DELIVERY AND DELAYS: All sales are ExWorks (Incoterms 2000) Seller's shipping point unless otherwise noted. Current standard published shipping charges including charges in addition to actual freight costs will be added to the invoice when Buyer order indicates the freight terms are prepay and add. Delivery of the goods to the carrier at Seller's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. Seller reserves the right in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

USES AND PATENTS: Most of Seller's products are offered for industrial use only. They are not for drug, household or other similar uses. This includes the following: a. Cosmetics b. Drums c. Food Additives d. Household Chemicals e. Agricultural or Pesticide Products For certain chemicals we may require written assurance that the chemical/product will neither be purchased nor resold for an improper use. Buyer further warrants to Seller that any material produced with products from Seller shall not be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act and shall not be materials which may not under Sections 404, 505 or 512 of the Act be introduced into interstate commerce. On the webpage, the Seller provides hazard warnings and literature references and adequate warnings of possible hazards through the use of labels so information is available to the trained technical personnel using our product(s).

LIMITATION OF LIABILITY: The limit of Seller's liability for any products which do not conform to specifications on this website of labels shall be replacement of the non-conforming product or reimbursement of the purchase price. Seller expressly disclaims liability for consequential damages for breach of any express or implied warranties, including implied warranty of merchantability. Seller's warranties made in connection with this sale shall not be effective if the Seller has determined, in its sole discretion, that the Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices or has failed to use the products in accordance with instructions, if any, furnished by the Seller.

BUYER'S REPRESENTATIONS AND INDEMNITY: Buyer represents and warrants that it shall use all products ordered herein in accordance with Paragraph 8 "Uses and Patents", and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that the Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in tort, contract or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of directly or indirectly the use of the Seller's products, or by reason of the Buyer's failure to perform its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident to incident by Seller.

TECHNICAL SERVICE: At Buyers request, Seller may furnish technical assistance and information with respect to products sold. Unless otherwise agreed, all such technical assistance and information will be provided without any representation or warranty and Buyer, as the user, assumes sole responsibility for results obtained in relying on this information. Seller makes no warranties of any kind or nature with respect to technical assistance or information provided. Any suggestions by seller regarding use, application, or suitability of the products shall not be construed as an express or implied warranty. Seller strives to keep all technical discussions confidential, however, Seller makes NO guarantee that such discussion or information will remain confidential. Fees for consultation do apply.

GOVERNING LAW: All disputes as to the legality, interpretation, application or performance of this order of any of its terms and conditions shall be governed by the laws of the State of Ohio, including its conflict of laws principles. Each party to this order agrees that any dispute arising between them which results in either party instituting court proceedings shall be litigated in either the Federal District Court for the Eastern district of Ohio or the Common Pleas Court of Jefferson County, Ohio.