

RETURNS POLICY

CLAIMS FOR LOST OR DAMAGED SHIPMENTS: Seller urges to inspect all packages immediately upon receipt and report any damage, shortage or defect to Seller's Customer Service department as soon as possible. **CLAIMS FOR ANY DISCREPANCIES MUST BE MADE WITHIN 15 DAYS OF BUYER RECEIVING THE MATERIALS.** All products are sold FOB Seller's shipping point unless otherwise noted. Delivery of goods to the carrier at the Seller's location or to other loading point shall constitute delivery to Buyer and regardless of shipping terms, all risks of loss or damage in transit shall be borne by Buyer. Seller shall not be liable for any loss damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform there under due to any cause beyond seller's reasonable control, including without limitation, unsuccessful reactions, act, regulation or request affecting the conduct of seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

RETURN OF GOODS: Material cannot be returned for credit without prior approval, either in writing or by verbal authorization from the Seller's quality department including generation of an R.A. (return authorization) number. **REQUESTS FOR RETURN AUTHORIZATION NUMBERS MUST BE MADE WITHIN 15 DAYS OF BUYER RECEIVING THE MATERIALS.** Certain items may not be returned for credit. These items include specialty custom products produced in small quantity, evaluation samples, and products missing labels or with damaged packaging. **All requests for returns must be completed within 15 days of purchase and may be subject to a 40% restocking charge at the discretion of the Seller. Freight is prepaid by the Buyer.** Once the products have been returned, tested and rechecked by Barium & Chemicals, Inc., a detailed technical answer to the buyer accepting or rejecting the claim presented will be made. If accepting the claim for return the products will be replaced. If the claim is not accepted, the buyer, and Barium & Chemicals, Inc., agrees to subject the question to an outside testing laboratory or arbitrator chosen by Barium & Chemicals, Inc. to carry out an alternative analysis and/or act as a mediator. Both parties further agree that the decision rendered is binding and obligates compliance. The costs will be paid by the party whose claim has not been accepted. In the case of partial acceptance, the costs will be split equally. Containers and packaging may not be an object of return in any case.