

The Truth-In-Lending Act

The Truth-in-Lending Act, Title 1 of the Federal Consumer Protection Act, became effective July 1, 1969, and requires that all lenders provide consumers (as defined by Reg. Z, Truth-in-Lending Act) with detailed information concerning their credit accounts. We are in complete agreement with the purpose of the law, which requires meaningful disclosures to the customer of the terms and costs to him of his credit transactions. Therefore, we are setting forth required disclosures with regard to our credit accounts.

1. You will be furnished with a statement of your account monthly.
2. If the account balance which is shown on your statement is paid within the terms of the sale, no **FINANCE CHARGE** is assessed.
3. Should you not make payment within the terms of sale, a monthly **FINANCE CHARGE** will be added to your account and will appear on your monthly statement.
4. The **FINANCE CHARGE** will be assessed at a periodic rate of **1.5%** per month, which equals an **ANNUAL PERCENTAGE RATE** of 18% applied to all account balances not paid within the terms of sale. This rate will be uniform in all states, except in those states where interest collected may be more or less depending entirely on the state's statutes at the time the application for credit was signed by the Buyer.
5. In the event lawsuit is necessary to enforce payment of a delinquent account, customers are liable for reasonable attorney's fees of creditors.
6. Customer is bound to all terms and conditions set forth in your signed application for credit with Harcros Chemicals, Inc.

Conditions Of Sale

1. Payable in lawful money of the United States. Acceptance by Seller of bank drafts, checks, or other media of payment will be subject to immediate collection of the full-face amount thereof.
2. Seller's weight taken at shipping points shall govern.

3. Seller will not be liable for delays in performance, including delivery, or for failures to perform, including failure to deliver, due to (a) any causes beyond Seller's reasonable control, or (b) Acts of God, acts of Buyer, acts of civil or military authorities, governmental regulations or priorities, strikes or other labor disturbances, fires, riots, wars or natural disasters, including epidemics, storms, droughts, floods or earthquakes, or transportation delays, or (c) inability arising from causes beyond Seller's reasonable control to obtain necessary materials, components, services or facilities necessary for the production, or transportation of the goods. Seller will promptly notify Buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of any such delay, Seller will have the option of either: (a) performing pursuant to any extension of time equal to the period of the delay; or, (b) reducing the total quantity deliverable under the contract in proportion to the availability of the product caused by such delays.
4. Buyer assumes full responsibility and liability for compliance with Federal, State, Municipal or local Regulations governing the unloading, discharge, storage, handling, and the use of the products supplied by Seller under this invoice.
5. All returnable containers and/or pallets used in connection with shipments of Seller's product are the property of Seller. Buyer shall use containers and/or pallets only for reasonable storage of Seller's goods originally delivered therein and shall return such containers and/or pallets in good condition within **90** days from date of original shipment. Buyer shall make a deposit as security for the return of such containers and/or pallets equal to Seller's current deposit requirement at time of shipment, such deposit to be paid, without discount, when the invoice for contents is paid. Upon return of such containers and/or pallets as above, provided for to the plant from which originally shipped or in accordance with specific directions of Seller, Seller shall credit Buyer with amount of said deposit, except that return transportation charges shall be for account of the Buyer or Seller in accordance with assessment of transportation charges with respect to delivery of material sold hereunder: but if Buyer fails to return such containers and/or pallets in good condition and within the specified time. Seller may refuse to accept same and may retain said deposit for such failure.

When returning empties, such container must be tagged, showing number, consignor and consignee. Also, Buyer shall put all container numbers on bills of lading and shipping papers, and mail to plant where shipment originated. This is essential to identify containers and issue proper credit to Buyer.

6. If Seller and Buyer have heretofore entered into a written contract for sale of product covered hereby, the conditions of such written contract shall apply to this sale.
7. Buyer agrees to accept Seller's products under the following conditions:

- (a) Seller's products are sold without warranty, expressed or implied. Because Seller cannot anticipate or control the many conditions under which the products may be used, SELLER DOES NOT GAURANTEE THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS IN ANY GIVEN SITUATION, nor the applicability or accuracy of any advice or information given by Seller. Buyer should make its own tests to determine the fitness of any particular product for any particular purpose. All risks resulting from the use of said products, whether in Buyer's manufacturing processes, or in combination with other substances, or otherwise, are to be borne by the Buyer at its sole risk and expense.
- (b) The possession, use or handling of the products involves a certain element of risk. The Buyer, recognizing the element of risk, agrees that Seller shall not be responsible or liable for damage or injury to persons or property resulting from the possession, use or handling of the products whether or not in accordance with directions or other information provided by Seller.
- (c) The Seller does not warrant against the infringement of any United State or other patent claim by reason of use of the products in combination with other materials or in the operation of any process and statements concerning the possible use of the products are not intended as recommendations to use the same in the infringement of any patent.

8. Limitations of Liability.

- (a) Seller will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise be liable for consequential, incidental, special other exemplary damages including, but not limited to, loss of profits or revenues, loss of use or damage to any substance combined therewith, cost of capital, cost of substitute products, facilities or services, or claims of Buyer's customers.
- (b) Seller's liability on any claim of any kind for any loss or damage arising out of, resulting from, or concerning any aspect of this agreement or from the products or services furnished hereunder shall not exceed the price of the specific product or shipment which gives rise to the claim.

9. In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight. CLAIMS for damage, shortage, etc., must be made within ten (10) days after receipt of goods. Seller's liability for damages shall in no event exceed the purchase price of the particular delivery with respect to which such damages are claimed. Goods shall not be returnable to Seller without Seller's written permission.

10. If freight deduction is allowed by Seller, Buyer must mail paid freight bill with remittance.

11. Seller hereby represents that the Fair Labor Standards Act of 1938 as amended, has been complied with in the production of the goods covered hereby.
12. No agent, salesman or employee of the Seller is authorized to alter or vary the terms hereof or make representations, agreements, or warranties at variance with the terms and conditions hereof.
13. The Seller is in compliance with Executive Order 11246 and the provisions of Part 60-2, Title 41 of the Code of Federal Regulations.
14. The gross amount of any sales, property, excise, use, value-added, or other similar tax applicable to the price sale, or delivery of any products or services furnished hereunder or to their use by Seller or Buyer shall, at Seller's option either be added to the price as shown on the face hereof or be paid directly by Buyer unless Buyer provides Seller with a tax-exemption certificate acceptable to the taxing authorities.
15. By acceptance of the goods, services or work delivered hereunder, Buyer agrees to comply with and be bound by the terms hereof. No additional or different terms in Buyer's purchase order or other documents relating to this sale shall apply.