



Health, Safety and Industrial Hygiene Company

www.chemteq.net

TERMS AND CONDITIONS

All orders placed with Chemteq are subject to all the terms and conditions detailed below. No change, alteration, deletion or modification of any of these terms and conditions is permitted. No employee of Chemteq is authorized to remove, except, modify or vary these terms and conditions, including all representations and warranties.

Chemteq may offer technical assistance or suggest alternative product or component based on information available at that time. Such suggestions, however, do not constitute warranties that alternative products or technical assistance will be correct for the Customer's intended application. The Customer shall be solely responsible for any and all use of Chemteq's products and components in Customer's application and shall not rely upon the suggestions or representations of Chemteq for any purpose whatsoever.

1. Pricing

Chemteq endeavors to provide 30 to 60 days advance notice of any price increase to our customers and distributors. In some cases, however, Chemteq is required immediately to pass on price increases. Please contact Chemteq directly for pricing and delivery information. All orders are subject to current pricing at time of acceptance by Chemteq. All quotes are quoted in United States Dollars. The only currency accepted for orders by Chemteq is US Dollars. All prices are subject to change without notice.

2. Minimum Orders

Chemteq's minimum orders depend on product and component, please contact Chemteq customer service for details.

3. Shipping & Handling Charges

Shipping and handling charges are prepaid and added to the invoice. For international shipments Brokerage Government Exchange Rate (GST), Disbursement Fee, Customs GST and Duty Amount are prepaid and added to the invoice.

All shipments are F.O.B. Chemteq's shipping dock in Norfolk, Virginia 23517.

Unless specifically requested, all shipments will be via UPS ground service within the continental United States. International shipments will be via DHL Expedited. If you would like your order shipped via your own Federal Express, UPS, DHL or other selected carrier account, we require that you provide detailed instructions with your order and such orders must be in writing. Please email orders to sales@chemteq.net.

4. Shipping & Handling

Chemteq endeavors to ship all in-stock products the same day for orders received by 3:30 PM EST Monday through Friday. For orders received after 3:30 PM EST that must ship the same day, a \$25.00 "Expedite Fee" will be applied to the order. For orders received after 5:00 PM EST Monday through Friday, or on holidays, or on weekends, that must ship the same day, a "\$100.00 After-Hours Fee" will

Terms and Conditions

be applied to the order. All orders are shipped via UPS ground service; any other shipment requests must be provided in writing to Chemteq and are at the purchaser's expense.

5. Payment Terms

Standard payment terms are C.O.D., credit card or Wire transfer payment in advance of shipment.

Chemteq offers only net 30 days for established customer credit accounts. To request net 30 payment terms, please contact Chemteq sales at sales@chemteq.net. Payment is due 30 days from the date of shipment. Customers with overdue accounts may be placed on credit hold.

6. Order Acknowledgment

Chemteq accepts orders via phone, email, or mail. We endeavor to acknowledge in writing orders received and accepted and to provide an estimated ship date, unless the customer has indicated that no acknowledgement is necessary or desired.

7. Blanket Orders

Established credit customers may enter into a "Blanket Order" agreement. Within the Blanket Order agreement, the following conditions apply:

- 7.1.** A Blanket Order is an agreement to purchase a specified number of products over a designated period of time. Pricing may be based upon the total quantity ordered. Once the Blanket Order is placed it cannot be canceled (see below). All products shipped under a blanket order are non-returnable.
- 7.2.** Schedule expedites are allowed pending date agreement by Chemteq
- 7.3.** Individual release dates are not extendable within 30 days of original schedule
- 7.4.** No reduction in Blanket Order quantity or Purchase Order value is allowed
- 7.5.** Pricing is firm for the term of the Blanket Order regardless of increases in quantity
- 7.6.** Payment terms are net 30 from date of invoice
- 7.7.** Chemteq accepts Visa and MasterCard for advance payment

Should any Customer attempt to cancel or terminate a Blanket Order, Chemteq will have the option of either:

- (a) Invoicing Customer to recover any discount given based upon the original quantity of the Blanket Order. Such invoice shall be immediately due and payable; or
- (b) Treat such attempted cancellation or termination as a breach of the contract and pursue all remedies available, including legal action, to recover all damages incurred as the result of the breach of the contract.

8. Taxes

Chemteq does not collect or remit sales tax. Any sales taxes due are the responsibility of the customer.

9. International Orders

Chemteq accepts international orders. Diversion contrary to US law is prohibited. All duties and taxes will be the responsibility of the customer.

10. Product Liability

Chemteq's only obligation for products proven to be defective will be for replacement of defective products only. Chemteq gives no warranty; either expressed or implied, and specially disclaims all other warranties, including warranties for merchantability and fitness for a particular purpose. By ordering products from Chemteq, Customer warrants and represents that it has or will conduct all necessary testing and investigation to ensure that all Chemteq parts function in the manner required and as designed by Customer. In no event shall Chemteq's liability exceed the Customer's purchase price, nor shall Chemteq be liable for any indirect or consequential damages. Chemteq shall not be required to replace any products determined by Chemteq to have been subject to misuse, neglect, accident or modification.

11. Infringement Disclaimer

Chemteq (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the buyer for claims brought by third parties against the buyer for infringement or the like arising out of or in any way related to product purchased by the buyer from Chemteq. Customer shall indemnify Chemteq against any claims brought by third parties against Chemteq alleging patent, trademark, license or other intellectual property infringement resulting from the use of Chemteq parts in Customer's application.

12. Freight Damage

If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a Chemteq Customer Service representative immediately to initiate a claim.

13. Privacy Policy

Your privacy is ultimately important to Chemteq. At no time will Chemteq make the names, addresses or any other contact information available to anyone other than Chemteq personnel.

14. Shortages/Errors

Claims for shortages or shipping errors must be made immediately after receiving the shipment; otherwise, the Chemteq packing slip will be accepted as correct and binding.

15. Returns and Credits

Chemteq's approval and a Return Material Authorization number (RMA Number) are required before material is returned. Your packing slip must reference the RMA Number and the reason for the return. All returned material shall be subject to inspection and shall be new, unused, and in good working order in a resalable and restockable condition. All boxes and pouches of products must be unopened. Return Material Authorization numbers must be requested within 7 days of the date of receiving the shipment from Chemteq. All material is to be returned within 14 days of the date of shipment by Chemteq with freight prepaid by purchaser. Items not returned within the 14-day period will not be received and will be returned at the purchaser's expense. All returned items are subject to a 30% restocking charge or \$25.00, whichever is greater. Restocking fees for items with expiration dates are subject to higher restocking fees based upon the remaining shelf life. Chemteq is under no obligation to accept returned goods for the restocking fee. Chemteq reserves the right to not accept goods for

Terms and Conditions

restocking. GOODS RECEIVED WITHOUT RMA Number WILL NOT BE ACCEPTED BY CHEMTEQ AND WILL BE RETURNED AT THE DISTRIBUTOR'S EXPENSE. ALL SALES ARE FINAL.

16. Special Orders

Orders for special non-stock items/models and/or special quantities, including build deviations, shall not be cancelled or returned.

17. Governing Law

The laws of the Commonwealth of Virginia shall govern any claims brought as the result of this agreement and the property venue for any such action shall be City of Virginia Beach, Virginia.

In addition to the amount due under any unpaid invoice, Customer agrees to pay a reasonable attorney fee as part of any collection efforts undertaken by Chemteq. In the event any suit or action is brought arising from the contract, the prevailing party shall be entitled to a reasonable amount of attorney fees in addition to any other damages otherwise awardable.

18. Merger

These terms and conditions and the written invoice are intended to be the full, final and singular expression of agreement between the parties. All prior agreements, whether written or oral, are deemed to be merged herein. No agreement between the parties after issuance of the invoice shall be binding unless such agreement is in writing and executed by both parties hereto.

19. Other Terms

Aside from the terms and conditions herein, and only to the extent consistent herewith, any term or condition necessary for completion of this agreement shall be governed by the Uniform Commercial Code as adopted by Virginia Code, Title 8.1A, Uniform Commercial Code, § 8.1A-101 et seq.
