

TERMS AND CONDITIONS

1. **Acceptance** - All orders are subject to acceptance by our Corporate Headquarters in accordance with applicable terms of sale then in effect. Acceptance of any offer made by you is hereby expressly conditioned upon your assent to any terms contained herein additional to or different from those proposed by you.

2. **Prices** - Prices are subject to change without prior notice and are those in effect at the time of shipment. Sales use and Excise Taxes and Retailers' Occupational Taxes payable or collectible by us in connection with this order shall be in addition to published prices and you will reimburse us for them.

In the event of a price increase, any unshipped portion of orders covering standard products may be canceled at your option. Orders for non-standard or special products manufactured to your specifications may be canceled after notification to you of the anticipated price increase and prior to the commencement of manufacture to the extent that we are able to effect cancellation of materials ordered for the manufacture of such products.

If the products you purchase from Daubert Chemical are impacted by tariffs recently implemented by the U.S. Government, a surcharge may be applied. The rates will vary depending on the country and will align with the tariff rates established by the U.S. Government.

3. **Payment** - If you fail to fulfill the terms of payment of any order placed with us, we may defer further manufacture of shipment of this order until such payment is made or at our option cancel this order.

4. **Warranty** - All products manufactured by us are warranted to be first class material and free from defects in material and workmanship.

Liability under this warranty is limited to the net purchase price of any such products proven defective or at our option to the repair or replacement of said products upon their return to us transportation prepaid. All Claims hereunder on defective products must be made in writing within 30 days after the receipt of such products in your plant and prior to further processing or combining with other materials and products. WE MAKE NO WARRANTY EXPRESS OR IMPLIED OF MERCHANTABILITY OR AS TO THE SUITABILITY OF ANY OF OUR PRODUCTS FOR ANY PARTICULAR USE AND WE SHALL NOT BE SUBJECT TO LIABILITY FROM ANY DAMAGES INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THEIR USE IN OPERATIONS NOT UNDER OUR DIRECT CONTROL.

THIS WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NO REPRESENTATIVE OF OURS OR ANY OTHER PERSON IS AUTHORIZED TO ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

5. **Delivery** - We shall not be liable for delays or defaults in delivery caused by strikes, fire, flood, differences with workmen, shortage of raw material, fuel or labor, interruption of transportation facilities, government regulation or restriction or any other causes beyond our reasonable control.

6. **Shipment** - Our liability for any damage to or loss of products ordered herein ceases upon the delivery of such products in good condition to the carrier and you will assume all risk of damage, injury, or loss during transportation. Any such damage, injury or loss shall not release you from your obligations.

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF. IN CONNECTION WITH THE PERFORMANCE OF WORK UNDER OUR CONTRACTS, WE AGREE TO COMPLY WITH TITLE SEVEN OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11246, AND THE APPLICABLE RULES AND REGULATIONS ISSUED PURSUANT THERETO.

Please send all purchase orders to: orders@daubert.com.

