

Terms and Conditions of Sale

THIS SALES ORDER ACKNOWLEDGEMENT IS MADE AND GIVEN ON THE EXPRESS UNDERSTANDING THAT THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF SELLER'S GOODS. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S FORMS OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO ANY PROVISION CONTAINED IN BUYER'S FORMS OR OTHERWISE. BUYER'S ACCEPTANCE OF SELLER'S GOODS CONSTITUTES ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions. The term "Seller" means Coatings2Go, LLC, located at 399 Concord Street, Carlisle, MA 01741. The term "Buyer" means the individual, corporation or other legal entity that has submitted an order to Seller. The term "Order" means Buyer's expressed request, whether oral or written, to purchase Goods from Seller. The term "Goods" means all of the products, materials and related services that Buyer desires to purchase from Seller.
2. Order Acceptance. Buyer's Order is subject to acceptance by Seller, which acceptance is made expressly contingent upon Buyer's agreement to Seller's terms and conditions. Acceptance of this Order is subject to all of the terms set forth herein ("Terms"), which terms shall constitute the sole terms and conditions of this Order. Buyer's assent to all such terms and conditions shall be conclusively presumed (A) when Buyer receives this document and the Terms, electronically or otherwise, and makes no written objection within ten (10) days of such receipt; or (B) when Buyer accepts all or any part of the Goods reflected by the Order. Seller objects to any terms or conditions that differ from or are additional to those stated herein or on the Terms. This Order, can be modified only by a writing signed by Seller.
3. Price. The Goods and other items covered by this Order shall be invoiced at the prices and charges fixed by Seller at the time of and for each shipment under this Order, provided that such prices and charges shall not exceed the prices and charges appearing on Seller's applicable price schedule, if any, in effect at the time of each shipment.
4. Payment Terms. Payment shall be made in US Dollars by check drawn on a U.S. bank, net 30 days from the date of invoice. Payment may also be made via PayPal through the Seller website. Failure by Buyer to make full payment by the due date shall constitute a default. In such case, and in addition to any other rights available to Seller at law or in equity, Seller will be entitled to assess interest charges upon Buyer for any overdue amounts (as well as on any judgment for the same) All Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may demand different terms of payment from those specified above, and may demand additional assurance of Buyer's due payment.
5. Taxes. The prices and charges stated on any price schedule do not include state or federal excise, sales or use, or other taxes (if any) now in effect or hereafter levied by reason of this transaction. All such taxes shall be the responsibility of Buyer.
6. Delays. Seller shall use reasonable efforts to fill this Order in accordance with the estimated shipping date. Seller shall not be responsible for any delays in filling this Order, including any cancellation this Order by Buyer, nor liable for any losses or damages resulting from such delays.

Terms and Conditions of Sale

7. Force Majeure. Seller will not be liable for failure in the performance of its obligations hereunder where such performance has been delayed prevented or rendered commercially impractical due to accidents, differences with workmen, strikes, shortage of labor, inability to obtain materials, fuel or power from normal sources, fires, floods or other acts of God, acts or omissions of Buyer, priorities required, requested or granted for the benefit of any Federal or state government, restrictions imposed by Federal or any state legislation or regulations thereunder, or any cause whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.
8. Inspection, Acceptance or Rejection. Inspection, acceptance or rightful rejection of Goods shall be made promptly by Buyer within ten (10) days after Buyer's receipt of Goods. Buyer shall promptly notify Seller in writing (via facsimile, e-mail or US mail) if Buyer believes that any Goods delivered hereunder are properly rejectable and hold such Goods pending Seller's inspection.
9. Warranty. Seller warrants to Buyer that the Goods at the time of shipment to Buyer hereunder, (A) will conform to the Seller's specifications for the Goods; and (B) that it will convey good title thereto and that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer. All warranty claims must be made in writing by Buyer to Seller within ninety (90) days following shipment of the Goods to which such warranty claim relates. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OF SALE, THE GOODS ARE SOLE "AS IS" AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
10. Intellectual Property. The sale of Goods covered by this Order shall not grant to Buyer any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent or other intellectual property right.
11. Indemnity. Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits, demands, penalties, fines, forfeitures, damages and costs caused by, arising out of or relating to the Goods supplied hereunder, the design of Goods supplied hereunder or the design of the packages or containers in which Goods are shipped, if such Goods' packages or containers are made in compliance with Buyer's designs or specifications, or any act or omission of Buyer or its successors, assigns, agents, representatives or employees.
12. Termination of Order. Buyer may not terminate this Order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination.
13. Limitation of Liability. Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Seller's choice of (A) the replacement of nonconforming or defective Goods with conforming Goods FOB Carlisle, Massachusetts, and (B) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Seller shall not be liable for any incidental, consequential, indirect, special, exemplary, contingent, or punitive damages

Terms and Conditions of Sale

for (A) any breach of contract or warranty, whether based on theories of breach of warranty, breach of contract, tort, negligence, strict liability or otherwise; (B) the tender of defective or nonconforming Goods; or (C) breach of any other provision of this agreement; or (D) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer shall not exceed the purchase price of the Goods on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Goods, either alone or in combination with other products.

14. Delivery and Transportation. All Goods are sold FOB Origin (Carlisle, MA, USA).
15. Dispute Resolution. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, USA, without regard to conflict of law principles that would cause the application of the laws of any jurisdiction other than the laws of the Commonwealth of Massachusetts to the rights and duties of the parties. The parties agree to discuss in good faith any dispute that may arise in connection with this subject matter of this Agreement. Neither party will bring a legal action under this Agreement more than two years after the cause of action arose. In the event of any legal action related to the subject matter hereof, the parties agree to irrevocably submit to the exclusive personal jurisdiction of the state or federal courts located in Boston, Massachusetts.
16. Buyer's Warranty. Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods that are the subject of this Order, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards (ii) all applicable laws, (iii) prudent safety practices and (iv) operating manuals or other instructions provided by Seller, if any.
17. Confidentiality. Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of this Order to any third party. Seller will not disclose the any Buyer-proposed specifications to any third party, other than an affiliate and those required to access such information for the purpose of Seller fulfilling its obligations hereunder.
18. Successors/Assignment. These terms and conditions shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not sell, assign, transfer, convey or delegate any of its rights or obligations under this Order without the prior written consent of Seller.
19. Miscellaneous. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. These terms and conditions will survive the fulfillment of this Order. With respect to any Orders for shipment outside the U.S., the United Nations Convention on Contracts for the International Sale of Goods will not apply.