

WelchDry Terms of Sale

All sales of services by WelchDry (“**Seller**”) are made on the following terms and conditions. In these Terms of Sale, any service sold by Seller to the buyer named in Seller’s quotation or acknowledgment (“**Buyer**”) is referred to below as “**services**”.

1. **Agreement.** If Buyer has not otherwise agreed to these Terms of Sale, then Buyer’s acceptance of delivery of, or payment for, the services shall constitute Buyer’s agreement to these Standard Terms of Sale. Seller objects to and will not agree to any terms that are additional to or different from these Terms of Sale. Terms that are printed on or contained in a purchase order or other form prepared by Buyer which are additional to, in conflict with or inconsistent with these Standard Terms of Sale shall be considered to be inapplicable and shall have no force or effect. All orders are subject to the approval of Seller’s credit department.

2. **Prices; Payment Terms.** Prices quoted are firm for 30 days from the date of quotation by Seller, with the exception that Seller reserves the right to correct any and all typographical errors. Unless otherwise specified in Seller’s quotation or acknowledgment, payment in full of the price is due 20 days after the performance of the services, without discount, except that if at any time Seller determines that Buyer’s financial condition does not justify a sale on credit or if Buyer shall at any time be in default in any indebtedness or obligation owing to Seller, then Seller may require advance payment. Any payment not made when due shall accrue a late charge of 1-1/2% per month. Payment must be made at Seller’s office in Holland, Michigan.

3. **Delivery and Risk of Loss.** Seller does not and will not at any point take title to or any other ownership interest in the material Buyer places with Seller for processing (“**Material**”). All risk of loss as to the Material will remain with Buyer at all times during Seller’s course of business with Buyer, including without limitation while the Material is under Seller’s care, custody or control. Seller generally does not know the value of the Material and will not maintain contents, property or other insurance on the Material. Seller does not price its cost for services based on the value of the Material. Buyer agrees to determine the value of the Material and to maintain insurance coverage for the full value of the Material effective for the entire time the Material is in Seller’s care, custody or control or Buyer has knowingly elected not to carry risk insurance. Buyer agrees that except to the extent caused by Seller’s negligence or willful misconduct, Seller is not responsible for any damage or loss that may occur while the Material is in its care, custody or control, and Buyer agrees to hold Seller harmless for any such damage or loss.

4. **Limited Warranty.** If Seller in the course of processing the Material is negligent or engages in willful misconduct resulting in damage to the Material, Seller will waive its fee as to the involved Material, and Buyer will not be obligated to pay Seller for the cost of processing the involved Material. Further, Seller will not charge Buyer for the cost of correcting the problem at Seller’s facility, unless the value of the Material is less than the processing cost of correcting the problem. If the Material involved is unsalvageable, then Seller will not charge for the processing, but will instead issue a credit to Buyer for twice the fee Seller would have charged for processing the involved Material. EXCEPT AS STATED IN THIS PARAGRAPH 4, SELLER DOES NOT MAKE ANY WARRANTY AS TO THE MATERIAL OR SERVICES AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE MATERIAL. Except as provided herein, Seller shall not have any tort liability to Buyer or any other person with respect to any of the Material or services and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, non-delivery, recall or other breach.

5. **Audits.** Seller will allow Buyer one audit per year at no charge. Any 3rd party audit could result in a fee of \$1,500 per day being billed to the Buyer associated with the 3rd party.

6. **Taxes and Duties.** Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, or any tariffs or customs duties, and Buyer shall be liable for all such taxes and duties, whether or not Seller invoiced Buyer for them.

7. **Unavoidable Delay and Shortages.** If Seller is not able to finish services on time because of anything Seller cannot control (including but not limited to casualty, labor trouble, unavailability of supplies or transportation, fire, flood, governmental act or regulation, riot, terrorist act, equipment or power failure, unscheduled maintenance, accident or act of God), then the estimated delivery or performance time shall be extended accordingly, and Seller shall not be liable to Buyer for any damages caused by the delay.

8. **Freight.** All Costs associated with incoming and outgoing shipments shall be at the expense of the Buyer unless otherwise pre-arranged.

9. **Packaging Supplies.** All Supplies including but not limited to pallets, drums, ties, tags, liners, etc. will be either supplied by the Buyer or charged to the Buyer if the Seller supplies the materials.

10. **Storage.** Buyer will pay Seller for any finished Material that remains on Seller's floor for more than 60 days at a rate of \$5.00 per pallet per month commencing on the 61st day for as long as such finished Material remains on Seller's floor.

11. **Solvency and Security Interest.** Buyer represents that Buyer is solvent. Seller retains and Buyer grants a security interest in the goods and all proceeds to secure payment of the price and all other indebtedness now and in the future owing by Buyer to Seller.

12. **Cancellation.** Any purchase order for the Seller's services may not be cancelled for any reason, in whole or in part, without Seller's prior written approval. In the event a cancellation is approved by Seller then, unless otherwise agreed, Buyer shall pay Seller all costs and expenses Seller incurred in relation to the order before Seller received the cancellation request.

13. **Incoming Materials.** If any incoming raw materials are found to have quality issues that result in loss of machine processing time or require additional labor to correct the issue, a charge can be made at Welch Laboratories discretion. The amount of this charge will be dependant on the scope of the issue and will be billed at standard processing rates.

14. **Indemnity.** Buyer shall indemnify and hold harmless Seller with respect to all damages, losses, claims and expenses, including but not limited to consequential and incidental damages and attorney fees, that Seller incurs as a result of Buyer's breach of any of Buyer's obligations under these Standard Terms of Sale or any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's processing of the Material, unless such unfair competition, patent, trademark, or copyright infringement arises from alleged infringement by Seller's equipment.

15. **Seller's Rights.** Seller has all rights and remedies given to Seller by applicable law, and Seller's rights and remedies are cumulative and may be exercised from time to time. A waiver by Seller of any right on one occasion will not be a waiver of any future exercise of that right.

16. **Applicable Law.** This agreement between Seller and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this agreement in any federal or state court in Grand Rapids, Michigan, that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

17. **Complete Agreement; Amendment.** The terms on Seller's quotation or acknowledgement and these Standard Terms of Sale contain the entire agreement between Buyer and Seller. Any change in this agreement must be by a signed writing. This agreement is not assignable or transferable by either party, except to its successor, or the transferee of all or substantially all the party's assets to which this contract relates.