

CONDITIONS OF SALE

TERMS

THIS CONFIRMATION IS EXPRESSLY CONDITIONAL ON ACCEPTANCE OF ALL TERMS SET FORTH HEREIN, REGARDLESS OF ANY PRIOR OFFER MADE TO SELLER BY BUYER. THE TERMS OF THE CONTRACT SHALL BE AS HEREIN SET FORTH UNLESS BUYER WITHIN 10 DAYS OF RECEIPT SHALL OBJECT TO A PROVISION OR PROVISIONS HEREIN IN A WRITING WHICH EXPRESSLY REFERS TO THE PROVISION OR PROVISIONS OBJECTED TO. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.

PRICES

The prices shown are subject to adjustment to the seller's prices in effect at the time of shipment. If the goods to be shipped hereunder are imported goods not physically transformed by seller, increases in the costs of such goods to seller after the date hereof but prior to shipment shall be passed on dollar-for-dollar to buyer.

TAXES

All taxes or other governmental charges imposed upon the production, shipment, sale or use of the products covered hereby shall be paid by the buyer.

PAYMENT AND CREDIT

Interest at the rate of 18% per annum will be charged on all overdue accounts, to the extent permitted by law. Seller reserves the right to suspend credit at any time and may suspend or reduce any or all of the balance of deliveries hereunder, or cancel this or any other order of the buyer, when any sum due hereunder is in arrears.

SHIPMENT, RISK OF LOSS, AND RETAINED SECURITY INTEREST

- (a) Delivery dates quoted or requested are the dates the goods are forecast by the seller to be ready for shipment and are given or accepted by seller in good faith but are not guaranteed.
- (b) Shipment shall be made by seller F.O.B. point of origin (even if seller prepays freight, as provided below), and RISK OF LOSS TO THE GOODS WILL PASS TO THE BUYER ON SELLER'S DELIVERY TO THE CARRIER. Seller shall select the carrier and, except on sales of waste products, shall prepay or allow freight to points within the continental United States which are east of the Mississippi River at the lowest through rate for truckload or carload quantities. Waste shipments will be made transportation charges collect.
- (c) Seller reserves title to the goods as security until buyer has paid seller for same in full. While the goods are in the custody of the carrier, seller reserves the right to demand that the carrier return the goods to seller, unless the buyer has already paid seller for same in full.
- (d) Each delivery shall be treated as a separate contract, and partial deliveries are permitted unless otherwise stated on seller's confirmation of order.

WARRANTIES

THE SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT SELLER HAS GOOD TITLE TO THE GOODS, THE GOODS ARE SUBJECT TO NO SECURITY INTEREST, LIEN OR ENCUMBRANCE OTHER THAN THAT RETAINED BY SELLER HEREIN, AND THE GOODS DELIVERED HEREUNDER SHALL BE IN ACCORDANCE WITH THEIR DESCRIPTION IN THE CONTRACT AND SHALL BE MERCHANTABLE (EXCEPT THAT THE SELLER MAKES NO WARRANTY WHATSOEVER IN RESPECT OF ANY GOODS DESCRIBED HEREIN AS BEING EXPERIMENTAL OR INFERIOR QUALITY, SUCH GOODS BEING SOLD "AS IS"). SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE OF OR INTENDED USE BY BUYER, AND IT IS FOR BUYER TO SATISFY ITSELF THAT THE PRODUCTS ARE SO FIT. If the products correspond to any sample supplied or accepted by seller, they shall be considered to comply with seller's warranty. BUYER ASSUMES ALL RISK AND LIABILITY FOR USE OF THE GOODS DELIVERED HEREUNDER.

REMEDY AND DAMAGES

ANY LIABILITY OF SELLER HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OR REPLACEMENT OF THE GOODS IN RESPECT OF WHICH SUCH LIABILITY IS ASSERTED AND SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DAMAGE, PERSONAL INJURY OR OTHER INJURY (INCLUDING SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF THE PURCHASE OR USE OF THE GOODS SOLD HEREUNDER, AND BUYER'S EXCLUSIVE REMEDY SHALL BE TO RECOVER SUCH PURCHASE PRICE OR TO SECURE SUCH REPLACEMENT, AT BUYER'S OPTION.

CLAIMS

No claim shall be allowed in respect of damaged goods or shortweight or in respect of errors in price or terms of sale unless made in writing to the seller within five days after delivery to the buyer of the goods in respect of which such claim is made or of the related invoice, as the case may be. No claim will be allowed for any other reason in respect of goods delivered hereunder unless made in writing to the seller within two months after date of delivery. Any action for breach of this contract must be commenced within one year after the cause of action has accrued. No claim in respect of goods delivered hereunder shall be a ground for withholding payment thereof, nor shall it give any right of set-off against other payments due from buyer to seller.

CAUSES BEYOND CONTROL

Seller will be excused from liability for failure to perform due to any cause beyond its reasonable control, including acts of God, strikes, fire, war, governmental intervention or transportation delays.

ASSIGNMENT

The contract resulting herefrom shall not be assignable by the buyer.

APPLICABLE LAW

This contract will be governed by and construed in accordance with the law of the State of Alabama.