

Buyer, you should not bookmark this page because these terms and conditions are specific to the particular sale and may hereafter be revised from time to time by Vi-Jon. If revised, the Sales Terms and Conditions will be posted on the Vi-Jon Website and will thereafter be immediately effective for sales of Goods made thereafter. **Please re-read the Sales Terms and Conditions referenced in each subsequently acknowledgement or invoice that you receive because by accepting such acknowledgement or invoice after a revised version of the Sales Terms and Conditions has been posted you will be deemed to have accepted the revised version.**

### VI-JON, INC. SALES TERMS AND CONDITIONS

1. **Governing Terms and Conditions:** Websites, advertising, and catalogs supply only general information and are not considered offers to sell on the part of Vi-Jon. Any Goods sold to Buyer by Vi-Jon is expressly conditioned upon Buyer's assent to the terms and conditions set forth herein. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained herein, Vi-Jon's acceptance of said order shall constitute a counteroffer, and Buyer shall be deemed to have accepted these Sales Terms and Conditions unless Buyer notifies Vi-Jon to cancel Buyer's order within five days of the first to occur of its receipt of or knowledge of applicability of Vi-Jon's Sales Terms and Conditions. No additional or different terms offered by the Buyer shall be or become a part hereof or of Buyer's order, nor shall these terms and conditions be modified, without the express written approval of Vi-Jon.

2. **Prices, Taxes and Permits:** Unless otherwise expressly agreed in writing (a) all prices are subject to change without notice, (b) Vi-Jon's price shall be its price in effect at the time of shipment and (c) all prices exclude sales, use, franchise, license, excise and other taxes in respect of manufacture, sale or delivery of Goods furnished hereunder, export or import duties and inspection fees, all of which shall be paid by Buyer unless a proper exemption certificate is furnished.

3. **Terms of Payment:** Unless otherwise agreed in writing, the terms of payment shall be net thirty (30) days from date of invoice, and payment shall be cash in United States funds payable pursuant to Vi-Jon's instructions. If Buyer fails to pay sums owed hereunder when due, interest shall accrue to Vi-Jon's on such terms at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Vi-Jon reserves the right to withhold shipment for non-payment and to make delivery in installments, and all such installments are to be separately invoiced and paid for at the then current price when due per invoice, without regard to subsequent deliveries. By placing its order, Buyer represents that Buyer is not insolvent. If Vi-Jon finds it necessary to engage an attorney to enforce its rights hereunder, including without limitation, the collection of invoiced amounts, Buyer shall reimburse Vi-Jon for all attorneys fees and costs related thereto, whether or not litigation is commenced. Buyer shall not be entitled to deduct or offset from the price invoiced to it by Vi-Jon the amount of any claim by Buyer, unless such claim shall have been allowed in writing by Vi-Jon. The provisions of the prior sentence are the essence of this sale. Any credit terms offered by Vi-Jon are available only for as long as Buyer complies with all of its obligations under these terms and conditions, including without limitation, the provision requiring timely payment of invoices within stated terms.

4. **Delivery:** Unless otherwise agreed in writing, delivery will be f.o.b. Vi-Jon's Plant. Delivery dates are approximate and subject to confirmation.

5. **Risk of Loss:** Buyer assumes all responsibility for risk of loss of, or damages to or caused by, Goods sold hereunder, at the plant of manufacture upon the earlier of delivery by Vi-Jon or the shipment leaving the plant, including, without limitation, losses and damages arising from unloading, discharge, storage, handling and use. If the Buyer delays shipment for any reason, payments are to be made as if shipped on time and Goods sold hereunder shall be held at Buyer's risk and subject to reasonable storage charges.

6. **Warranties:** Vi-Jon warrants to Buyer that, at the time of shipment, Goods furnished hereunder will conform to the agreed upon specifications. Vi-Jon warrants that the Products will not be contaminated, adulterated or misbranded, as those terms may be defined under federal or applicable state laws or regulations. In addition, Vi-Jon warrants that all Products will comply with applicable law, regulations and standards regarding safety and quality. Recommendations of Vi-Jon, if any, for the use of Goods sold hereunder are based upon laboratory tests believed to be reliable, but Vi-Jon makes no warranty of any results Buyer might obtain in any particular application. The obligation of Vi-Jon and the Buyer's sole and exclusive remedy hereunder, shall be limited, at Vi-Jon's option to replacement at Buyer's plant of any defective goods or refund of the purchase price thereof. Buyer shall not return Goods unless authorized in writing by Vi-Jon. Vi-Jon shall have the right to inspect Goods at Buyer's installation. Buyer's failure to give written notice that Goods are non-conforming within 30 days of delivery shall constitute a waiver by Buyer of all claims for product defects. Notwithstanding the foregoing warranties and remedies, Vi-Jon shall have no obligation hereunder if Goods become defective as a result of improper storage, contamination, adulteration, improper use or misapplication after delivery thereof to Buyer. Buyer assumes all risk of patent infringement by reason of any use Buyer makes of the Goods in combination with other substances or in the operation of any process. The above warranties extend only to the Buyer.

EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED (a) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, BY VI-JON WITH REFERENCE TO THE GOODS WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY VI-JON AND THE BUYER AND (b) THAT BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE REPRESENTATIONS OF VI-JON EXPRESSLY SET FORTH HEREIN.

7. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL VI-JON BE LIABLE FOR ANTICIPATED PROFITS, FOR DAMAGES ON ACCOUNT OF NEGLIGENCE, OR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. VI-JON'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED, AT VI-JON'S OPTION THE PURCHASE PRICE ALLOCABLE TO THE GOODS OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM OR THE REPLACEMENT OF SUCH DEFECTIVE GOODS BY VI-JON, OR FOR UNDELIVERED GOODS, THE DIFFERENCE BETWEEN THE MARKET PRICE AND VI-JON'S PRICE. VI-JON SHALL NOT BE LIABLE FOR PENALTY CLAUSES OF ANY DESCRIPTION.

8. **Force Majeure:** Either party shall be relieved from liability hereunder for failure to perform any of the obligations herein imposed, except the obligation to pay for Goods already delivered, for the time and to the extent of such failure to perform, if Buyer's failure to take, use or consume, or Vi-Jon's failure to make delivery, is occasioned by any cause or causes of any kind or character reasonably beyond the control of the party failing to perform (any such cause herein called "force majeure"), including, without limitation: Acts of God, accidents, fire, explosion, flood, hurricanes; strikes, lockouts or other industrial disturbances, riots or civil commotion; war, declared or undeclared; compliance with any Federal, State, Municipal or Military law, regulation, order, or rule, foreign or domestic, including priority, rationing, allocation or pre-emption orders or regulations affecting the conduct of Vi-Jon's business which Vi-Jon in its judgment and discretion deems it advisable to comply with as a legal or patriotic duty, or cancellation of Vi-Jon's or Buyer's license to operate its plant; shortage or breakdown or other failure of facilities used for manufacture or transportation, shortage of labor; inability to secure, all at reasonable prices or on account of shortages, transportation, power, fuel, materials or supplies; or total or partial shutdown due to Vi-Jon's normal plant turnaround or as required by Vi-Jon's operation.

