



VERMEISTER AMERICA INC. SALES TERMS AND CONDITIONS

TERMS AND ORDER PROCESS. All orders Buyers submit to Vermeister America Inc. (Seller) to purchase adhesives, finishes and/or other products of the U.S. Catalog (Products) are subject to these sales terms and conditions and acceptance by Seller. No purchase order will be of any effect or bind Seller unless and until Seller confirms the order. Seller may require additional verification or information before accepting any order. Customer's purchase of Products from Seller will be governed exclusively by these Terms and Conditions of Sale. No term of any purchase order or other document issued by Buyer, other than Buyer's acceptance of these Terms, will become a part of the agreement between the parties or bind Seller and Seller hereby objects to and rejects any such terms and no such terms shall bind Seller. Seller's sale of the Products to Buyer is expressly conditioned on Buyer's acceptance of these Terms, and Seller objects to all different and additional terms in Buyer's purchase order and other documents.

PRODUCT AVAILABILITY. Buyer cannot guarantee immediate product availability. If a product is in stock, Seller normally ships within three (3) business days. If the product is not in stock, Seller will notify Buyer with an estimated delivery date and Buyer may rescind the order by giving written notice to Seller within five (5) business days after Seller gives its notification. Seller reserves the right, without liability or prior notice, to revise, discontinue, or cease to make available any or all products or to cancel any order. If there is any revision, discontinuance, or cessation, Seller may, in its discretion, ship products which have substantially similar functionality and specifications to the products ordered or cancel the order.

TAXES AND OTHER CHARGES. Any sales tax or any other tax, fee, or charge of any nature whatsoever imposed by any governmental or non-governmental authority on or measured by any transaction between Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. If Buyer claims exemption from any taxes, Buyer is responsible for providing Seller with an exemption certificate or other document acceptable to the authority imposing such tax, fee or charge at the time the order is submitted. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse immediately Seller for such amount.

PRICES AND PAYMENTS. The purchase price for the Products will be specified in Seller's invoice and will be the price list for the Products in effect at the time Seller accepts the order. Unless otherwise set forth in Seller's invoice, payment is due immediately upon invoice. Buyer will pay all amounts without set-off. If Buyer fails to pay any amount as and when due, interest shall accrue from the date the payment was due at the lower of one and one-half percent (1 ½ %) per month or the maximum rate allowed by applicable law, until paid in full. Buyer shall also pay or reimburse Seller for all costs and expenses (including reasonable attorneys' fees) incurred or paid by Seller in collecting amounts due from Buyer or in enforcing Seller's rights hereunder. For credit card payments, such payment is subject to the approval of the financial institution issuing the credit card and Seller is not liable in any way if such financial institution refuses to accept or honor the credit card for any reason.



CANCELLATION. Buyer may request in writing cancellation of an order placed so long as Seller has not shipped the Products. However, orders accepted by Seller for Products with different specifications, including but not limited to custom made Products, may not be cancelled even if the Products have not shipped.

DELIVERY. The date on Seller's invoice is the controlling delivery date; however, all delivery dates are estimates only. Seller shall not be responsible for delay in delivery due to any cause beyond the Seller's reasonable control; and in the event of such delay the delivery schedule shall be extended for time lost by reason of delay. Delivery of, and transfer of risk of loss for, Products shall occur when such Products are delivered from Seller's warehouse to Buyer's carrier or a common carrier unless otherwise agreed upon by Seller in writing. Seller has the option to select a method of transportation and routing of shipment. Seller shall not be responsible for damage or loss in transit and all claims must be made by Buyer directly to the carrier. Claims for shortages or incorrect Products must be made in writing within five (5) business days after receipt of the shipment by Buyer.

ACCEPTANCE; RETURN OF PRODUCTS. All Products are deemed accepted by Buyer if Buyer has not delivered to Seller a written rejection within five (5) business days after delivery of the Products. Products may not be returned to Seller without the prior written authorization of Seller. If Seller authorizes a return, Buyer must pay the shipping costs to return the products. The products must be in original unopened condition when received back to Seller. Seller will charge a restocking fee of 25% of the original purchase price on any returned products, unless Seller agrees in writing in advance to waive the restocking fee.