



General Terms & Conditions of Sale

THIS DOCUMENT, IF DEEMED AN ACCEPTANCE OF YOUR OFFER, IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING ADDITIONAL AND DIFFERENT TERMS. IF THIS DOCUMENT IS DEEMED AN OFFER OR A COUNTEROFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS OF THIS DOCUMENT. YOUR SIGNATURE ON THIS DOCUMENT OR YOUR ACCEPTANCE OF GOODS SOLD PURSUANT TO THIS DOCUMENT SHALL BE AN AFFECTIVE ACCEPTANCE OF OUR OFFER. ANY PROPOSAL FOR ADDITIONAL OR DIFFERENT TERMS, OR ANY ATTEMPT BY YOU TO ALTER ANY OF THE TERMS OF THIS DOCUMENT SHALL NOT OPERATE AS A REJECTION OF THIS OFFER AND THIS OFFER SHALL BE DEEMED ACCEPTED BY YOU WITHOUT YOUR ADDITIONAL OR DIFFERENT TERMS. WE HEREBY NOTIFY YOU OF OUR OBJECTION TO ANY TERMS OR CONDITIONS IN ANY OF YOUR DOCUMENTS OR OTHER COMMUNICATIONS CONVEYED BY YOU WHICH TERMS OR CONDITIONS ARE ADDITIONAL TO, DIFFERENT FROM, OR IN CONFLICT WITH THE TERMS OF THIS DOCUMENT.

1. ENTIRE AGREEMENT

THIS DOCUMENT, TOGETHER WITH ANY WRITTEN AGREEMENT EXECUTED BY SEALBOSS CORP., HEREIN AFTER REFERRED TO AS SEALBOSS, COMPRISE THE ENTIRE AGREEMENT OF THE PARTIES.

2. CREDIT APPROVAL

ALL SALES WILL BE EITHER 'C.O.D.' (COLLECT ON DELIVERY) OR 'C.W.O.' (CASH WITH ORDER) UNLESS BUYER HAS OBTAINED PRIOR CREDIT APPROVAL FROM SEALBOSS. SEALBOSS MAY AT ANY TIME REFUSE, MODIFY OR WITHDRAW EXTENSIONS OF CREDIT.

3. PRICES, RETURNS, COLLECTIONS

ALL PRICES ARE SUBJECT TO CHANGES WITHOUT PRIOR NOTICE.

DO NOT RETURN MERCHANDISE WITHOUT MANDATORY WRITTEN AUTHORIZATION. A RESTOCKING FEE WILL BE CHARGED FOR ALL RETURNS. A SERVICE CHARGE OF 2% PER MONTH (24% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. CUSTOMER IS TO PAY ALL LEGAL COSTS TO COLLECT PAST DUE ACCOUNTS.

4. TAXES

PRICES QUOTED ARE EXCLUSIVE OF ALL CITY, STATE AND FEDERAL TAXES, CONSULAR FEES, CUSTOMS DUTIES OR OTHER CHARGES. PAYMENT OF SUCH COSTS SHALL BE THE SOLE RESPONSIBILITY OF BUYER. WHENEVER APPLICABLE, ANY SUCH COST WHICH IS COLLECTED FROM SEALBOSS WILL BE ADDED TO THE INVOICE AS A SEPARATE CHARGE TO BE PAID BY BUYER.

5. SHIPPING

DEPARTURE AND ARRIVAL PREDICTIONS ARE ONLY APPROXIMATE. ALL GOODS ARE SOLD EITHER 'F.O.B. SHIP POINT' OR 'C.I.F. DESTINATION' OR 'EX-WORKS'. ALL RISK OF LOSS OR DAMAGE, AND OTHER INCIDENTS OF OWNERSHIP PASS TO BUYER UPON DELIVERY OF THE GOODS TO THE CARRIER. IF THERE IS ANY EVIDENCE OF INJURY TO CONTAINERS, PACKING OR CONTENTS, BUYER SHOULD NOT RECEIPT TO CARRIER "IN GOOD CONDITION", BUT SHOULD GIVE RECEIPT ACCORDING TO FACTS.

6. BACK ORDERS

SEALBOSS RESERVES THE RIGHT TO SHIP LESS THAN THE QUANTITY OF ANY ITEM OR ITEMS ORDERED BY BUYER, AND MAY CANCEL OR BACK ORDER THE BALANCE OF THE ORDER WITHOUT PRIOR NOTICE TO OR AUTHORIZATION FROM BUYER.

7. WARRANTIES

SEALBOSS WARRANTS THE GOODS SOLD AND DELIVERED HEREUNDER TO CONFORM TO THE DESCRIPTION ON THE INVOICE ATTACHED. SUCH WARRANTY IS GIVEN IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY THAT THE GOODS ARE FIT FOR BUYER'S PARTICULAR PURPOSES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

8. BUYER'S REMEDIES

BUYER MUST NOTIFY SEALBOSS OF ANY BREACH OF WARRANTY. SEALBOSS MUST BE GIVEN A REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS AND BUYER MUST COOPERATE IN ANY INVESTIGATION. UPON SEALBOSS'S DETERMINATION THAT A BREACH HAS OCCURRED, SEALBOSS WILL AT SEALBOSS'S OPTION, REPAIR OR REPLACE THE GOODS AFFECTED BY THE BREACH. WHERE DEFECTS ARE DISCOVERABLE UPON REASONABLE INSPECTION OR WHERE NON-CONFORMITY IS CLAIMED, RETURNS SHALL BE MADE ONLY TO THE SEALBOSS WAREHOUSE OFFICE, CALIFORNIA. IN THE CASE OF SUCH RETURNS, BUYER SHALL SEND TO SEALBOSS SEPARATE WRITTEN NOTICE SETTING FORTH THE NATURE OF THE ALLEGED DEFECTS OR NON-CONFORMITY. ANY RETURNS SHALL BE MADE ONLY AFTER AUTHORIZATION FROM SEALBOSS AND WILL ONLY BE ACCEPTED BY SEALBOSS WITH A SPECIAL SHIPPING LABEL ATTACHED WHICH INDICATES SUCH RETURN AUTHORIZATION. BUYER SHALL MAKE NO DEDUCTIONS FOR RETURNED GOODS ON ITS REMITTANCE BEFORE RECEIVING SEALBOSS'S CREDIT MEMORANDUM ACKNOWLEDGING RECEIPT OF THE GOODS. BUYER SHALL BEAR ALL RISK OF LOSS FOR RETURNED GOODS UNTIL RECEIPT OF THE GOODS BY SEALBOSS. THE REMEDIES PROVIDED HEREIN SHALL BE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY. EXCEPT AS PROVIDED HEREIN, BUYER MAY NOT DEDUCT, FROM THE PRICE DUE UNDER THIS CONTRACT, ANY DAMAGES DUE TO BREACH OF ANY PROVISION OF THIS CONTRACT.

9. LIMITATION OF LIABILITY

SEALBOSS SHALL NOT BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE OF THE BREACH IS RECEIVED BY SEALBOSS WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE GOODS, NOR SHALL SEALBOSS BE LIABLE IN ANY EVENT FOR COSTS, LOSS OF PROFITS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, DEFAULT OR DELAY OF PERFORMANCE BY SEALBOSS UNDER THIS CONTRACT.

10. CANCELLATION

BUYER MAY NOT CANCEL ITS ORDER FOLLOWING SUBMITTAL OF SIGNED & AUTHORIZED PURCHASE ORDER.

11. FORCE MAJEURE

SEALBOSS SHALL NOT BE LIABLE FOR ANY DELAY IN FULFILLMENT OF OR FAILURE TO FULFILL THIS ORDER FOR ANY CAUSE NOT REASONABLY WITHIN THE CONTROL OF SEALBOSS (INCLUDING WITHOUT LIMITATION ANY ALLOCATION PROGRAM IN EFFECT PURSUANT TO GOVERNMENT DIRECTION OR REQUEST OR INSTITUTED IN COOPERATION WITH ANY GOVERNMENT AUTHORITY, FIRES, ACTS OF GOD, ACCIDENTS TO, BREAKDOWNS OR MECHANICAL FAILURE OF MACHINERY OR EQUIPMENT, HOWEVER CAUSED, FAILURE OF DELIVERY OF MATERIALS FROM NORMAL SOURCES, STRIKES, LOCKOUTS OR OTHER LABOR TROUBLES). IN THE EVENT OF SEALBOSS'S INABILITY TO FULFILL OR DELAY IN FULFILLING THIS ORDER BY REASON OF ANY

SUCH CAUSE, SEALBOSS MAY CANCEL THIS ORDER IN WHOLE OR IN PART OR DELAY PERFORMANCE HEREUNDER FOR SUCH REASONABLE PERIOD AS MAY BE NECESSARY TO PERMIT SEALBOSS TO FULFILL THIS ORDER.

12. SELLER'S REMEDIES

UPON ANY BREACH BY BUYER OF ANY TERMS OF THIS CONTRACT OR ANY OTHER CONTRACT OR OBLIGATION BETWEEN BUYER AND SEALBOSS, OR UPON ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR FILING OF BANKRUPTCY, RECEIVERSHIP, MORATORIUM ARRANGEMENT OR DEBT RELIEF PROCEEDINGS BY OR AGAINST BUYER, ALL SUMS OWED BY BUYER TO SEALBOSS SHALL BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT DEMAND OR NOTICE. IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES GIVEN TO SEALBOSS BY APPLICABLE LAW, UPON ANY SUCH OCCURRENCES, SEALBOSS MAY APPLY ANY OF BUYER'S MONEY WHICH MAY BE IN THE HANDS OF SEALBOSS FOR THE PURPOSE OF THIS OR ANY OTHER ORDER TO THE PAYMENT OF ANY DAMAGES TO WHICH SEALBOSS MAY BE ENTITLED BY REASON OF SUCH BREACH. ALL DELINQUENT AMOUNTS OWED WILL ACCRUE INTEREST AT THE RATE OF 24% PER ANNUM FROM THE DATE DUE UNTIL THE DATE PAYMENT IS RECEIVED.

13. INDEMNIFICATION OF SELLER

BUYER WILL DEFEND, INDEMNIFY AND HOLD SEALBOSS HARMLESS AGAINST ALL LEGAL OR ADMINISTRATIVE ACTIONS, LIABILITY, CLAIMS OR DEMANDS INCURRED IN DEFENDING ANY LEGAL ACTION FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THE GOODS BY BUYER OR BY PARTIES TO WHOM BUYER MAY SELL OR OTHERWISE TRANSFER THE GOODS.

14. SELLER'S PATENT DISCLAIMER

SEALBOSS MAKES NO WARRANTY THAT THE GOODS ARE OR WILL BE DELIVERED FREE OF THE CLAIMS OF ANY PERSON BY WAY OF PATENT, COPYRIGHT, TRADEMARK INFRINGEMENT, OR THE LIKE. BUYER ASSUMES ALL RISKS (INCLUDING THE RISK OF SUIT) THAT THE GOODS OR ANY USE OF THE GOODS INFRINGE EXISTING OR SUBSEQUENTLY ISSUED PATENTS, COPYRIGHTS, TRADEMARKS, OR THE LIKE.

15. BUYER'S PATENT INDEMNIFICATION

BUYER WILL HOLD SEALBOSS HARMLESS FROM ANY CLAIM THAT BY COMPLYING WITH THE SPECIFICATIONS FURNISHED BY BUYER, SEALBOSS HAS INFRINGED ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE EXISTING OR HEREAFTER ISSUED. BUYER FURTHER WILL HOLD SEALBOSS HARMLESS AGAINST ALL CLAIMS THAT THE GOODS SOLD HEREUNDER AS ALTERED BY BUYER OR USED IN A PROCESS OR IN COMBINATION WITH OTHER GOODS BY BUYER INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE EXISTING OR HEREAFTER ISSUED.

16. CHOICE OF LAW

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

17. LIMITATION OF ACTIONS AND VENUE

ANY ACTION AGAINST SEALBOSS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE GOODS IT COVERS MUST BE BROUGHT WITHIN FOUR MONTHS OF THE ACCRUAL OF THE CAUSE OF ACTION AND MUST BE BROUGHT WITHIN THE COUNTY OR JUDICIAL DISTRICT WHERE SEALBOSS HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS BROUGHT. SHOULD BUYER BE A DEFENDANT IN AN ACTION BROUGHT BY SEALBOSS, BUYER CONSENTS TO JURISDICTION AND VENUE IN THE COUNTY OR JUDICIAL DISTRICT IN WHICH SEALBOSS HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS BROUGHT.

Limited Warranty Policy and Disclaimer for Products Supplied and/or Distributed by SealBoss Corp.:

All recommendations, statements and technical data herein are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty either expressed or implied. User shall rely on his or her own information and tests to determine suitability of the product for the intended use and user assumes all risk and liability resulting from his or her use of the product. Nothing contained in any supplied materials relieves the user of the obligation to read and follow the warnings and instruction for each product as set forth in the current Technical Data Sheet, product label and Material Safety Data Sheet prior to product use. SealBoss Corp. warrants supplied / distributed products to be free of manufacturing defects. Seller's and manufacturer's sole responsibility shall be to replace that portion of the product of the manufacturer which proves to be defective. There are no other warranties by SealBoss Corp. of any nature whatsoever expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with this product. SealBoss Corp. shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. SealBoss Corp. shall not be responsible for use of this product in a manner to infringe on any patent or any other intellectual property rights held by others. In addition, no warranty or guarantee is being issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, UV damage, excessive temperature exposure, normal wear and tear or improper application by the applicator. Damage caused by abuse, neglect and lack of proper maintenance, acts of nature and / or physical movement of the substrate or structural defects are also excluded from the limited warranty. SealBoss Corp. reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator. Neither seller nor manufacturer shall be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use of or inability to use the product. Recommendations and statements other than those contained in a written agreement signed by an officer of the manufacturer shall not be binding upon the manufacturer or seller. SealBoss Corp. reserves the right to change the properties of products without notice.

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