

FOCUS POLY INC.

Terms and Conditions of Sale

1. **Credit:** Seller's standard terms are Net 30 Days from Invoice Date. Failure to adhere to these terms will result in shipping hold on outstanding orders. Should Buyer's credit at any time become impaired in Seller's sole judgment, Seller reserves the right to receive adequate security or advance payment from Buyer before shipment of the products. Should credit availability be granted by Seller, all decisions with respect to the extension, withdrawal or continuation of credit shall be at the sole discretion of Seller.
2. **Price:** Seller may change its price(s) at any time providing written notice to Buyer. Buyer's failure to make written objection to any such change within (5) days of such notice shall constitute acceptance. If Buyer so objects to such change in price, Seller may either continue to supply Buyer at the price then in effect or terminate the Agreement wholly or partly by written notice to Buyer within five (5) days.
3. **Order Revision/Cancellation:** Any order revisions or cancellations by Buyer that cause Seller to incur extra production costs will be charged back to Buyer.
4. **Payment:** All payments shall be payable in legal tender of the U.S.A. Acceptance by Seller of bank drafts, checks, or other media of payment is subject to Seller's discretion and is subject to collection. Buyer agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. It is understood that the Seller may impose and charge a finance charge or delinquency charge at the highest rate allowed by law on any amount which becomes past due and delinquent. Buyer agrees to be responsible for all collection costs and attorney's fees in the event Seller places the account for collection.
5. **Shipment:** Buyer agrees to accept and pay for, at the agreement price, any shipment which does not vary by more than 10% from the amount ordered. Any unloading or demurrage occurred at destination will be for Buyer's account. Despite any shipment terms stated any other documents, title and risk of loss shall pass FOB, Elk Grove, Illinois or FOB, Maspeth, New York.
6. **Taxes:** If Buyer cannot provide proper exemption certificates to Seller, Seller shall collect from Buyer all applicable sales or use taxes or other governmental charges imposed by Federal, State or Local authorities for the production and sales of the products.
7. **Claims:** A.) buyer shall inspect the products upon delivery and advise the agent of the carrier to note damage thereto and/or shortage thereof prior to acceptance of the Products from the carrier. Failure to cause such a damage or shortage to be noted shall relieve Seller from any such claim by Buyer. If Buyer fails to notify Seller in writing within 30 days after receipt of Product, that the Product is defective or short in any respect, Buyer will have waived any rights or claims against Seller. B.) Seller's maximum liability for any damage due to failure of the products to meet specification, defects, short count, loss or damage to the Product, failure to ship or damage or injury caused by the Products, shall be a refund of the purchase price actually paid by the Buyer, or replacement of non-conforming products shipped. In no event shall Seller be liable for special, incidental or consequential damages.
8. **Warranties:** Buyer acknowledges familiarity with the specifications of the products purchased and that such specifications are suitable for Buyer's applications. Seller warrants that its products will conform to Seller's specifications in effect at the time of shipment. Seller makes no other warranties, whether or merchantability, fitness for a particular purpose or otherwise, and none will be implied.
9. **Governing Law:** Any and all litigation that may be brought by either party hereto, shall be brought in the Illinois state court and both parties hereby agree to submit to the jurisdiction of such court and not to object to the laying of venue there. Buyer hereby consents to the service of process by mail in any action brought pursuant to the above.
10. **General:** These Terms and Conditions shall prevail over terms contained in Buyer's purchase order. No modification, trade custom, waiver or discharge of the agreement shall bind Seller unless in writing and signed by Seller.