

## EFFECTIVE FEBRUARY 1, 2011

### Terms and Conditions

**Pricing:** Marabu North America, LP (Marabu) prices and delivery terms are subject to change without notice unless otherwise specified by an agreement or contract. Any tax, excise or other change imposed by any government body relating to the products or the manufacturer, use or sale thereof shall be added to the purchase price of the products and be borne by the buyer.

**Payment Terms:** Net 30 days unless otherwise specified. **Freight Terms:** As Specified on invoice.

**Return Goods:** All returns must have prior authorization from Marabu North America headquarters in Charleston, SC.

**Customer Service** will be authorized to accept material and issue 100% credit for the following criteria:

- ❖ Shipping Error
- ❖ Customer Service Order Entry Error

Customer Service will provide the RMA (Return Material Authorization) number to be used for the approved return. All other returns will be at Marabu discretion and subject to a 20% restocking fee. Material will not be accepted for return unless contained in a proper shipping container with appropriate labels.

The following items will not be considered for return:

- ❖ Opened and / or damaged containers
- ❖ Repacked products
- ❖ Withdrawn / Obsolete products
- ❖ Customer-made or Special blends

**NO CREDIT WILL BE GIVEN FOR UNAUTHORIZED RETURNS.**

**Limitation of Warranty and Remedy:**

IMPORTANT: The following supersedes Buyer's documents.

SELLER MAKES NO REPRESENTATION OR WARRANTY,

EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: No statements herein are to be construed as inducements to infringe any relevant patent. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES FOR ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR CONTRACT ARISING IN CONNECTION WITH THE PRODUCT(S).

Buyer's sole remedy and Seller's sole liability for any claims shall be Buyer's purchase price.

No claim of any kind, whether arising in contract, tort, negligence, breach of warranty, strict liability or otherwise as to products delivered or the non-delivery thereof shall be greater in amount than, and the sole liability of Marabu and the sole remedy of buyer for any claims shall be for, purchase price of the products in respect of which such claim is made. UNDER NO CIRCUMSTANCES SHALL MARABU BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES FROM ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF HANDLING THEREOF, OR NONDELIVERY OF THE PRODUCTS. If a claim is based on a failure of the products to meet specifications, Marabu must be notified within thirty (30) days after buyer's receipt of the products and no products claimed to be out of specification shall be returned to Marabu without Marabu's written approval.

**Compliance with Laws:** Marabu represents that the products were produced in compliance with applicable provision of the Fair Labor Standards Act of 1938.

**Force Majeure:** Marabu shall not be liable for the failure to supply the products to buyer in the quantities or at the times requested by buyer to the extent Marabu is prevented from doing so by reason of matters beyond Marabu's control. In the event of shortage for any reason that causes Marabu to be unable to supply products to buyer in the quantities or at the times requested, Marabu shall allocate its available supply of products in a fair and equitable manner.

**Entire Agreement:** These Terms and Conditions and the price, and delivery terms in effect at the time of the Buyer's request for shipment of products comprise the entire agreement between Marabu and the Buyer relating to the supply of the products and supersede any differing or additional terms in Buyer's forms, letters, documents, or papers, all of which are hereby objected to by Marabu. Marabu shall be entitled to change these Terms and Conditions without notice as to all requests for shipment of products subsequent to such change. No change to these Terms and Conditions shall be holding on Marabu unless in writing and such writing has been signed by an authorized representative of Marabu. The shipment of products to Buyer shall not be a waiver of the requirements of this provision.

**Governing Law:** The contractual relationship between Marabu and the Buyer relating to the supply of the products shall be governed in all respects by the laws of South Carolina that would be applicable to contracts made and performed in South Carolina.