



UpCycle Polymers, LLC Terms and Conditions of Sale

1. The terms and conditions set forth herein shall constitute the entire agreement between UpCycle Polymers, LLC (Sometimes referred to as the "Seller") and Buyer and supersede all other agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. Acceptance by UpCycle Polymers, LLC of Buyers offer shall not alter, vary, or add to the terms and conditions set forth herein, and any conflicting or additional terms and conditions in Buyer's offer shall be deemed rejected, unless expressly agreed to by UpCycle Polymers, LLC in writing.
2. Orders will be invoiced at price in effect at the time of shipment, unless otherwise agreed to by seller.
3. Seller warrants the material to be free from defects in material and workmanship. Buyer must notify Seller in writing, claiming defects within 30 days of delivery or upon use of the goods, whichever occurs first. Absence of such notice constitutes a waiver by Buyer on all claims for defect. Defective material may not be returned until inspected by Seller and upon specific instructions given by Seller. Material so returned will be replaced or credited at Sellers option, but Seller will not be liable for loss, damage, or expense directly or indirectly arising from the use of the material or from any other cause. Seller's liability being expressly limited to the replacement or credit for the value of the defective material. This Limited Warranty constitutes Sellers sole warranty. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. Seller shall not be liable for any loss or damage resulting from the handling or use of the material shipped, whether in manufacturing process or otherwise.
5. All sales are subject to, and expressly limited to, the terms and conditions stated herein and all different or additional terms and conditions proposed by Buyer are expressly rejected. In the absence of written acceptance these terms and conditions by Buyer, in acceptance of any material covered by the order shall constitute acceptance of those terms and conditions. Seller's failure to object to provisions contained in customer's orders or other communications shall not be deemed a waiver of the terms and conditions hereof.
6. Specifications applicable to goods sold hereunder shall be limited solely to those furnished by seller or expressly agreed to in writing by Seller.
7. Title to materials and risk of damage or loss shall pass to Buyer FOB Sellers dock upon delivery of goods by Seller to common carrier or other means of transportation. Seller will ship best way overland if Buyers order does not specify method of shipment. Terms shall be Net 30 Days, or as otherwise agreed to, FOB Sellers Dock, and subject to credit approval. Freight charges may be added to invoice or billed separately. Insurance is responsibility of Buyer, unless otherwise provided on face hereof, in which case Seller may add charges to invoice or bill separately. Each shipment hereunder shall constitute a separate sale. Failure to make one or more deliveries shall not constitute cause for cancellation hereof by Buyer. Seller reserves the right to determine where goods are manufactured and from where they are shipped.
8. Buyer shall accept shipments in an amount 10% greater or 10% less than the ordered amount as fulfillment of the purchase order, to be invoiced and paid based on actual amount shipped.
9. If Seller does not agree to specific shipping date, Seller shall not be responsible for any delays in filling orders and shall not be liable for any loss or damages resulting from such delays. Whether or not Seller agrees to a specific shipping date, Seller shall not be liable for delay or failure to deliver due to wars, civil disturbances, strikes, accidents, fires, floods, storms, Acts of God, the inability to obtain necessary labor, energy, raw or finished materials or facilities, government priorities or allocations, delays in transportation or other causes beyond Sellers control.
10. Buyer can cancel no order that has been produced within two weeks of original shipment date without Sellers written consent and only upon payment to Seller of all losses and expenses, including lost profits for the entire order. This also applies to blanket orders where feedstock lead-time and commitments to supply have been agreed upon to meet customer's requirements. Seller may cancel this order if Buyers payments are in default on this or any other order, or Buyer breaches any other material provision hereunder, substantial changes occur in the availability of raw materials or components provided by third party vendors, events beyond Seller's reasonable control make it impossible to assure shipment, or Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.
11. All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise and sales taxes, shall be in addition to the purchase price and shall be paid by Buyer or Seller, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyers payment.
12. Seller's failure to insist in any one or more instances upon the performance of any of the terms or conditions herein or to exercise any right hereunder shall not be construed as a waiver of any other terms or conditions herein nor of the future performance of any term or condition of the future exercise of any such rights.
13. Clerical errors are subject to correction.
14. EXCEPT AS OTHERWISE PROVIDED HEREIN FOR A BREACH OF WARRANTY, SELLERS LIABILITY HEREUNDER SHALL BE LIMITED TO SELLER'S INVOICED PRICE FOR THE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE GOODS COVERED HEREBY. MUST BE COMMENCED WITHIN ONE YEAR OF ACCRUAL OF CAUSE OF ACTION. NO INFORMATION SUPPLIED BY UPCYCLE POLYMERS, LLC CONSTITUTES A WARRANTY REGARDING PRODUCT PERFORMANCE OR USE. ANY INFORMATION REGARDING PERFORMANCE OR USE ONLY OFFERED AS SUGGESTION FOR INVESTIGATION FOR USE, AND BUYER IS RESPONSIBLE FOR PERFORMING APPROPRIATE TESTING AND EVALUATION. PROPERTIES MAY BE MATERIALLY AFFECTED BY THE MOLDING TECHNIQUES APPLIED AND BY THE SIZE AND SHAPE OF THE ITEM MOLDED. NO ASSURANCE CAN BE IMPLIED THAT ALL MOLDED ARTICLES WILL HAVE THE SAME PROPERTIES AS THOSE LISTED.

The substantive laws of the State of Michigan shall govern this contract.