

Celta Chemical Terms and Conditions

TERMS AND CONDITIONS

1. **Purchase Orders.** The items purchased pursuant to this Purchase Contract (the "Goods") shall be delivered in one or more installments as specified by Purchase Order(s) delivered to Seller by Buyer.
2. **Proof of Shipment.** Packing slips must be included in all shipments. The Purchase Order number must be shown on each packing slip and invoice. Invoices must be rendered in duplicate not later than the day following shipment, and a bill of lading and/or warehouse receipt must be attached to each invoice.
3. **Number of Units.** The specific number of units ordered must be delivered in full and shall not be changed without Buyer's written consent. Any unauthorized units are subject to Buyer's rejection or return at Seller's expense.
4. **Warranty Specifications.** Seller warrants that the Goods will be in exact accordance with this Purchase Contract and any other description or specification furnished to Seller by Buyer will be free from defects in material and/or workmanship, will be merchantable, and will be fit for the particular purpose for which the Goods are intended. Such warranty shall survive delivery, and shall not be deemed waived, either by reason of Buyer's acceptance of said materials or articles or by payment for the Goods.
5. **Statutory Compliance.** Seller warrants that the Goods will be manufactured, sold and priced in accordance with all federal, state and local laws and regulations. Seller further warrants that no portion of the Goods, when delivered to Buyer, will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), or within the meaning of any other applicable federal or state law or regulation, as the Act and any such law or regulation exist at the time of delivery, nor will any portion of the Goods be an item that may not be introduced into interstate commerce under the provisions of the Act or under any other federal, state or local law or regulation.
6. **Inspection and Acceptance; Cancellation of Entire Contract.** All goods shall be received, subject to Buyer's right of inspection and rejection. Buyer shall have the opportunity to conduct tests to determine if the Goods conform to the specifications of this Purchase Contract. Use of a portion of the Goods for testing shall not constitute an acceptance of the Goods. Any portion of the Goods which are defective or otherwise not in accordance with Buyer's specifications will be held for Seller's instructions at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Buyer may charge to Seller all expense storing any defective goods. Payment for Goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Buyer may have against Seller. Buyer reserves the right to cancel all or any part of the undelivered portion of the Goods if Seller does not make deliveries as specified, time being of the essence of this Purchase Contract, or if Seller breaches any of the terms hereof. Contract can be cancelled at Buyer's discretion.
7. **Indemnification.** Seller hereby covenants and agrees to indemnify, defend and hold harmless Buyer, its successors, assigns, customers, users of its products, agents (and) employees against any claim, demand or expense (including, without limitation, consequential damages and reasonable attorneys' fees) arising directly or indirectly from (a) Seller's breach of any warranty or obligations contained herein, or (b) the willful actions or negligence of any kind of Seller or anyone hired by Seller which are related in any way to Seller's supply of the Goods, including, but not limited to, delivery of the goods.
8. **Damages; Attorney's Fees.** Seller hereby acknowledges that the Goods will be utilized to manufacture Buyer's products and expressly accepts liability for any and all consequential losses resulting from Seller's breach of any warranty or obligation contained herein or resulting from Seller's willful actions or negligence of any kind related in any way to Seller's supply of the Goods, including, without limitation, losses due to damage or destruction to Buyer's products or other property. In addition, Seller hereby agree(s) that Seller shall compensate Buyer for all reasonable attorney's fees incurred in connection with any breach of this Purchasing Contract or incurred by Buyer in the enforcement of Seller's obligations under this Purchase Contract.
9. **Force Majeure.** Neither party shall be deemed to have defaulted or failed to perform hereunder if that party's inability to perform or default under this Agreement is due to riots, wars, acts of God, national emergencies, strikes, floods, fires, or any other cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent.
10. **Remedies.** The remedies provided herein are not exclusive, and Buyer and Seller shall be entitled to any other remedy available at law or equity, including all remedies afforded by the Uniform Commercial Code in effect in the State of Missouri.
11. **Arbitration.** If a disagreement occurs, the parties will attempt to resolve their differences informally. If those efforts fail, the parties agree, notwithstanding other provisions of this contract, to submit any issues that are in dispute to binding arbitration. Arbitration shall occur within thirty (30) days of a request by either party. Arbitration shall be conducted in Saint Louis County, Missouri. If the parties cannot agree on an arbitrator or the arbitration procedures, the rules of the American Arbitration Association shall apply. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction.
12. **Entire Agreement; Amendment; Assignment.** This Purchase Contract contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter. This Purchase Contract may be amended only by a written instrument duly executed by Buyer and Seller or their respective successors, assigns, or representatives, and Seller may not assign its rights or duties hereunder without the Buyer's prior written consent, and any such attempted assignment shall be void..
13. **TERMS OF OFFER DEEMED CONTROLLING. ACCEPTANCE OF THE OFFER CONTAINED IN THIS PURCHASE CONTRACT MUST BE MADE IN ACCORDANCE WITH ITS EXACT TERMS. IF ADDITIONAL OR DIFFERENT TERMS ARE PROPOSED IN THE ACCEPTANCE, SUCH ACCEPTANCE SHALL BE DEEMED A REJECTION OF THE OFFER CONTAINED IN THIS PURCHASE CONTRACT AND CONSTRUED AS A COUNTEROFFER. NO BINDING AGREEMENT SHALL COME INTO EXISTENCE WITHOUT THE WRITTEN CONSENT OF THE BUYER TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER.**