

GENERAL TERMS AND CONDITIONS

1. **TITLE:** All products are sold FOB shipping point.
2. **TAXES:** Any applicable sales, use, revenue excise or other taxes not specifically charged on our invoice are to be remitted by the Buyer directly to the appropriate regulatory agency.
3. **LIMITED WARRANTY:** CRC Industries, Inc. ("Seller") warrants that its products will be free from material and workmanship defects under normal use and service for two (2) years from the date of manufacture. This warranty will not apply to products that have been subject to careless handling or improper application.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER TYPE, WHETHER EXPRESSED OR IMPLIED, OR ARISING BY STATUTE OR OTHERWISE OR FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE), ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED.
4. **BUYER'S EXCLUSIVE REMEDY:** In the event of any breach by Seller of any warranty or in the event of any losses or damages arising out of any cause whatsoever (whether such cause be based in contract, tort, negligence, strict liability or otherwise), the sole and exclusive remedy of Buyer (or any person claiming through Buyer) shall be limited to the replacement or repair of products at Seller's plant or, at Seller's option, to the refund of the purchase price, provided that notice of any breach or problem is given within six (6) months after shipment.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT, (A) IN NO EVENT WILL SELLER BE LIABLE (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOST PROFITS, LOST SALES OR INJURY TO PERSON OR PROPERTY AND (B) THE ENTIRE LIABILITY OF SELLER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE AGREED PRICE OF THE PRODUCTS SET FORTH IN THE APPLICABLE PURCHASE ORDER.
5. **INDEMNIFICATION:** If the products are being acquired for resale, Buyer will indemnify Seller against any claims, causes of actions and judgments which arise from any representations, warranties or agreements, made by or entered into by Buyer, other than those contained herein.
6. **DELIVERY:** Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of flood, fire, strike, labor troubles, riot, civil disturbances, accidents, acts or orders or regulations of civil or military authorities, shortages of material, or any other cause or causes (whether or not similar in nature to any of these enumerated) beyond the Seller's control.
7. **PRODUCT CHANGES:** In keeping with Seller's continuing policy of product improvement, Seller reserves the right to make changes in its products at any time, without incurring an obligation to change products previously shipped.
8. **RETURNS/CREDITS:** Please contact Seller's Customer Service Department for Return Goods Authorization (RGA). Credits (other than those for overpayments) expire 180 days after issuance. All returns must first be approved by Seller and are subject to the following conditions:
 - a. No products will be accepted without an RGA Number.
 - b. RGA is valid for 30 days from date of issue.
 - c. A minimum fifteen percent (15%) restocking charge will be applied to all returns.
 - d. Freight must be prepaid by the Buyer on all returns.
 - e. Products cannot be returned for credit that exceed one (1) year from date of invoice or more than two (2) years from date of manufacture.
 - f. Items to be returned must be on the current CRC Industries price list. Discontinued items are not returnable.
 - g. Acceptance of returned products will be for case quantities only in salable condition and subject to final inspection.
 - h. Paper copies of credits by request only.
 - i. Disposal charges will be assessed on all non-warranty and unauthorized returns.
9. **CONTRACT FORMATION:** All products are sold on the terms and conditions herein set forth. Such terms shall govern the contract and shall supersede any different or additional terms in Buyer's purchase order. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to Seller, all of which are rejected unless specifically agreed to by Seller in writing. Acceptance by Buyer of Seller's terms may be made by (1) written acceptance by Buyer, (2) placement of a purchase order by Buyer or (3) receipt and acceptance by Buyer of delivery of any products from Seller.
10. **FREIGHT CLAIMS:** The Buyer is responsible for acceptance of all shipments. Shortage or damage claims must be made to the carrier by the Buyer. All shortage or damages must be noted on the delivery receipt by the receiving department. Should shortage or damage be concealed at time of delivery, the Buyer must contact the carrier and request an on-site inspection within ten (10) working days from receipt of delivery. Any shortage or damage must be reported to CRC Customer Service within thirty (30) days of invoice date.

(062415)