



INVOICE TERMS

PAYMENT: Terms are net cash within thirty (30) days of shipment, except where specific credit terms have been arranged and agreed to. Seller reserves the right to revoke any credit extended to Buyer at Seller's sole discretion. Invoices not paid within thirty (30) days will have a 1½% per month late charge assessed against any unpaid balance from the due date until the date of payment. Buyer grants to Seller a purchase money security interest in all of the Buyer's right, title and interest in and to any goods or equipment sold hereunder to secure the payment when due by Buyer of the purchase price and the performance by Buyer of its other obligations hereunder. A copy of this agreement may be filed on Seller's behalf with appropriate state authorities at any time after signature by Buyer in order to perfect Seller's security interest.

DELIVERY: Delivery shall be F.O.B. Seller's plant.

RETURNS: No returns will be accepted unless return arrangements satisfactory to Seller have been agreed upon prior to the return. All return shipments shall be F.O.B. Seller's plant and all return freight shall be at Buyers' costs, unless otherwise agreed to by Seller.

WARRANTIES: EXCEPT AS STATED ABOVE, THERE ARE NOT WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE SPECIFICATIONS OF THE GOODS OR EQUIPMENT ON THE FACE OF THIS CONTRACT. SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT EQUIPMENT OR GOODS SOLD HEREUNDER ARE OF THE MERCHANTABILITY QUALITY OR THAT IT CAN BE USED, OR IS FIT FOR ANY PARTICULAR PURPOSE. BUYER PURCHASES AND ACCEPTS EQUIPMENT OR GOODS SOLELY ON THE BASIS OF THE WARRANTY HEREIN ABOVE EXPRESSED.

BUYER'S REMEDIES: The Buyer assumes all risks whatsoever as to the use of the material. (Seller shall not be responsible for any incidental or consequential damages.) Failure to strictly adhere to any recommended procedures shall release the Seller of all liability with respect to the materials or the use thereof.

SELLER'S REMEDIES: Failure of the Buyer to pay the purchase price when due, or otherwise to perform this contract, shall give Seller the limited right, without liability, to take possession of the Equipment or Goods, with or without notice, and to have all of the remedies of a secured party under the Uniform Commercial Code of Ohio.

INTELLECTUAL PROPERTY: Trademarks including but not limited to Handi Cleaner®, Complete Air Barrier Solutions®, Handi Flow®, Stop Air Infiltration®, Expect More®, Silent Seal®, Handi Seal®, Handi Stick®, Handi Foam®, Handi-Gun®, Vala Moya®, Handi-Stick®, Handi-Tool® and Handi-Foam®, are federally registered and international trademarks of ICP Adhesives & Sealants. No license to use or reproduce any of these trademarks or other trademarks of ICP Adhesives & Sealants, including but not limited to ICP Adhesives & Sealants™, is given or implied without purchase or express prior written consent from ICP Adhesives & Sealants.

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