



## ADHESIVE AND SEALANT SYSTEMS

CORPORATE OFFICES: 1014 Uhlhorn St., Evansville, IN 47710 Area 812 463-5230

### IATF 16949 Certified

#### Terms and Conditions of Sale ("Terms")

(REVISED JULY 13, 2020)

1. **Acceptance of Terms and Controlling Conditions.** These Terms, including the limited warranty, and limitation of remedies contained herein constitute the complete agreement of Uniseal, Inc. ("Uniseal") and Buyer, unless otherwise provided in writing signed by an authorized representative of Uniseal, and no terms or conditions in any way modifying the provisions stated herein shall be binding upon Uniseal. Acceptance of the Buyer's purchase order by Uniseal, or Buyer's acceptance of Uniseal's sales quotation or proposal, shipment of goods by Uniseal to Buyer, or the issuance by Uniseal of an acknowledgment of order, (hereinafter "Agreement") is made only on the express condition that these Terms shall govern regardless of whether Buyer accepts these conditions by a written acknowledgment, by implication or by acceptance or payment for goods ordered hereunder, and whether or not Buyer's purchase order references Uniseal's quotation number or these Terms. Uniseal's failure to object to provisions contained in any communication from Buyer or Uniseal's shipment of goods following receipt of any such communication is not a waiver or modification of these Terms. If Buyer objects to any provision of these Terms, any objections or proposed changes must be in writing in Uniseal's Acknowledgment of Order prior to commencement of performance by Uniseal. All orders shall be accepted only at Uniseal's offices.
2. **Prices:** All prices of goods are subject to change by Uniseal without notice to Buyer prior to Uniseal's shipment of the goods or its issuance of an Acknowledgment of Order, and are subject to change at any time by Uniseal in the event of a change of Buyer's requirements following Uniseal's issuance of its Acknowledgment of Order. Unless otherwise provided on the face of Uniseal's quotation, all price quotations from Uniseal are quoted F.O.B. Uniseal's facility.
3. **Payment Terms:** Unless provided otherwise in writing in Uniseal's quotation, payment shall be net thirty (30) days from date of shipment, subject to such change as Uniseal in its sole judgment, may impose because of Buyer's financial or credit conditions existing at time of shipment of the goods or its issuance of Uniseal's Acknowledgment of Order.
4. **Shipments/Risk of Loss:** Unless otherwise provided on the face of Uniseal's quotation, all goods sold by Uniseal to Buyer shall be shipped by carrier F.O.B. Uniseal's facility. Uniseal shall have the right to select carrier, and Buyer accepts carrier selected by Uniseal unless carrier is designated by Buyer in its order and such designation is confirmed in Uniseal's Acknowledgment of Order. Risk of loss or damage shall pass to the Buyer at the time Uniseal delivers the goods to the carrier unless Uniseal prepaies the freight, in which case risk of loss or damage shall not pass to the Buyer until the goods are delivered to Buyer. Any transportation damages or claims occurring after Uniseal's delivery to carrier or any claim for transportation overcharges shall be directed by Buyer to carrier, together with transportation papers, noting shortage or damage, if any, and signed by carrier's representative. Uniseal may deliver goods in installments, and each shipment is considered a separate and independent transaction and payment shall be made as provided herein for goods delivered in installments. Shortage claims of any type shall be made in writing within ten (10) days after receipt of good by Buyer or shall be deemed to have been waived.
5. **Delays in Delivery:** Uniseal shall use its best efforts to ship the goods within three (3) weeks after receipt of an order for the goods. If the goods cannot be shipped within three (3) weeks after receipt of an order for the goods, Uniseal will issue an Acknowledgment of Order to Buyer, which Acknowledgment of Order shall serve to notify Buyer of the approximate date upon which Uniseal reasonably expects goods will be delivered to carrier for shipment. Buyer agrees that any shipment within three (3) weeks after receipt of an order for the goods or the approximate shipping date on a written Acknowledgment of Order is within a reasonable time. The shipping date shown on Uniseal's Acknowledgment of Order is an estimate and dependent upon prior sales and circumstances beyond Uniseal's control. Time is not deemed of the essence and Buyer is not entitled to reject an otherwise conforming tender made within a reasonable time.

Uniseal is not liable for any damage or penalty for failure to ship or delays in shipment whether reasonable or unreasonable, caused by the following matters affecting manufacturing or shipping: fire, flood, other casualties, or acts of God; wars, riots, civil commotion, embargoes, governmental regulations, or Uniseal's inability to obtain necessary materials from the usual sources of supply; shortage of rail cars or semi-tractors and trailers or delays in transit; existing or future strikes or other labor troubles affecting production or shipment, whether employees of Uniseal or employees of others, and regardless of responsibility or fault on part of any employer; any other contingencies affecting Uniseal's shipment not reasonably within Uniseal's control whether or not a class or kind mentioned herein.

If Uniseal is wholly or partially unable to perform because of any cause beyond its reasonable control, Uniseal may allocate production and deliveries among Uniseal's customers or may terminate the Agreement without any further liability to Buyer. The delivery schedule of any goods is extended by the period of time equal to the time lost because of any excusable delay enumerated in the proceeding paragraph.

In the event Uniseal shall inexcusably fail to deliver the goods to the carrier for shipment as described above, or, within ten (10) days thereafter, and if after that time Buyer makes demand for delivery thereof, and delivery is not forthcoming within an additional ten (10) days, then Buyer's sole and exclusive remedy shall be to terminate the Agreement and to secure a refund from Uniseal of all sums, if any, paid to Uniseal on account of the Agreement. Buyer agrees that no other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, or lost production or any other incidental or consequential loss, shall be available to it and Uniseal shall not be liable for such incidental or consequential damages or lost profits, lost sales, lost production due to Uniseal's failure to deliver goods to carrier for shipment and/or Uniseal's failure to ship.

6. **Cancellation and/or Termination by Buyer and Returns:** Accepted orders are not subject to cancellation by Buyer except upon written approval of Uniseal in its sole discretion. In the event that Uniseal permits said cancellation, Buyer will be responsible for reimbursing Uniseal the aggregate cost of raw materials, work-in-process, and finished goods incurred by Uniseal prior to cancellation, and Buyer agrees to reimburse Uniseal therefore promptly upon demand. Uniseal will not accept returns of conforming products except in unusual circumstances with the prior written approval of Uniseal. Any returned shipments must be sent F.O.B. Uniseal's designated facility.
7. **Termination by Uniseal/Minimum Order Requirements:** If at any time Uniseal determines the financial responsibility of Buyer is unsatisfactory, Uniseal may require payment for any shipment in advance or satisfactory security. If the Buyer fails to make payments in accordance with the Agreement or fails to comply with any provision of the Agreement, Uniseal may cancel any unshipped portions of the products and the Buyer will remain liable for shipped goods. If Uniseal elects to continue to make shipments after the Buyer has failed to make payment for the shipment in advance or fails to provide satisfactory security, any action or inaction by Uniseal shall not constitute a waiver of any default by the Buyer or in any way affect Uniseal's legal or equitable remedies for any such default. Uniseal at all times reserves the right to (i) require minimum order quantities of any product it manufactures, and (ii) determine end of product life timing of the products it manufactures and to give Buyer notice thereof.
8. **Assignment:** Any assignment of the Agreement or any assignment of any rights hereunder by the Buyer without the prior written consent of Uniseal shall be void. Any permitted assignee shall be bound by the Agreement to the extent that Buyer would have been had said assignment not occurred.
9. **Infringement:** Buyer, its successors and assigns, warrant that goods manufactured to Buyer's specifications do not and will not infringe any letters patent, granted by the United States of America or any foreign country, or any trademark or trade names, and Buyer agrees to indemnify and hold Uniseal harmless, and Uniseal's successors and assigns against and from all claims, demands, damages, losses, liability, costs and expense including attorney's fees, attributable to such infringement and buyer agrees to defend, at its own expense, any claims or actions of law, or in equity arising therefrom.
10. **Limited Warranty:** Uniseal warrants to Buyer that all products which are manufactured and sold by Uniseal will be free of material and workmanship defects for a period of six (6) months after shipment by Uniseal.