



Standard Terms and Conditions of Sale

- WARRANTY** - PMX Industries, Inc. warrants that the Product supplied hereunder shall comply with the specifications contained on the face hereof (or as acknowledged) and does not infringe any U.S. Patent. Commercial tolerances will apply to all specifications unless otherwise specified hereunder and acknowledged. In the event that within three months from the date of delivery of any Product sold hereunder, the Customer establishes that such Product does not meet the applicable specifications and within thirty (30) days thereof gives PMX written notice of such deficiency, then PMX shall, at its option, rework or replace such defective Product free of charge. PMX shall, however, not be responsible for any changes in the finish characteristics of the Product which may occur following delivery as a result of environmental conditions. PMX's obligations hereunder are conditional upon the product having been properly stored, not having been subject to accident, misuse or abuse and further upon the Customer giving PMX full access to its facilities and records to investigate the cause of the alleged defect. In the event it is established that the Product infringes a U.S. patent then PMX shall, at its option, either (i) procure for the Customer the right to use said Product, or (ii) supply a refund to the customer for the purchase price of the Product. THE ABOVE STATED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES WHETHER EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- LIMITATION OF LIABILITY** - PMX shall not be liable to the Customer or any third party in contract or tort (including negligence) arising out of any contract for the sale of any Product hereunder for any loss of use, loss of profits or revenue, claims of customers or for any special, indirect, incidental or consequential damages. In no event shall PMX's liability exceed the purchase price paid applicable to that portion of the shipment of product with respect to which damages are claimed. PMX's failure to object to any provision in conflict with this Agreement whether contained in the Customer's Purchase Order or otherwise, shall not be construed as an acceptance thereof or as a waiver of any provision of the Agreement. The Customer's acceptance of the product or goods shall constitute its acceptance of the Agreement. Stenographical and clerical errors are subject to correction.
- PRICES** - Prices are for one shipment at one time to one destination unless otherwise specified and are subject to revision in accordance with base prices and extras in effect at time of shipment. Orders entered into PMX's records cannot be cancelled or changed except upon written consent of PMX and upon terms which will indemnify PMX against all losses arising thereof or cost incurred as a result therefrom. In the event that a Customer cancels any item ordered for delivery, said Customer shall be held liable for all material and fabrication costs incurred by PMX Industries.
- PAYMENT** - Standard terms are net cash thirty (30) days unless otherwise specified. All invoices will be dated the day of shipment. On accounts not paid within the specified number of days from shipment, interest will be charged at the rate of 1.5% per month on past due accounts or 18% annually, not to exceed the maximum legal contract rate, plus all fees for collection and legal costs will be added to the principle amount on past due accounts assigned for collection. Shipments, deliveries and performance of work shall at all times be subject to the approval of the PMX Credit Department. PMX may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to such Department. In the event the Customer or Buyer becomes insolvent, makes a general assignment for benefit of creditors, has a petition or any proceeding under the bankruptcy laws filed by or against it or under any other law relating to debtor's relief, or if a receiver is appointed to take control of the Customer's business or any part thereof, or if any attachment or execution be levied against the Customer or any of its assets, and is not released or discharged within ten days, PMX at its option, may cancel any Purchase Order.
- TAXES** - Any taxes now or hereafter imposed in respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Customer or Buyer, and if paid or required to be paid by PMX, the amount thereof will be added to and become a part of the price payable by the Customer.
- PACKAGING** - All materials will be packed with care and delivered in good order for shipment. Special packaging requirements shall be provided at the Customer's expense. The weight and quantity fixed by PMX's invoice shall govern unless proven incorrect. Any claims relating to quantities, condition, loss, or damage during transit shall be deemed waived by the Customer unless made in writing within thirty (30) days after receipt of material.
- FORCE MAJEURE** - In the event that PMX fails to make any one or more deliveries hereunder when due, for any reason beyond the control of PMX or its subsuppliers, such as, but not limited to, acts of God, storms, fires, or floods; strikes or lockouts; wars or civil disturbances; transportation delays; allocation or shortages of containers, raw material or manufactured

product; acts of any governmental authority, voluntary or involuntary compliance with any law, order, direction, regulation or request thereof; or inability to obtain a United States Government export license, or any other license or licenses which may be required; then such failure shall not constitute a breach of contract nor a default hereunder and PMX shall not be subject to any liability to the Customer. In the event of any such delay, PMX's performance time shall be extended by the time reasonably sufficient to make up for such delay. PMX shall not be obligated to deliver the material to be supplied hereunder from other than its own production. PMX shall not be obligated to rebuild or repair any damage or destruction to its facilities in order to fulfill any contract arising herefrom. In the event that any of the foregoing contingencies occur, PMX may distribute its available supply among its customers on such basis as PMX deems fair and reasonable. In such event, PMX shall not be liable to the Customer for failure to deliver all or any part of the quantities sold hereunder.

8. **FREIGHT** – Freight will be negotiated with each Customer and is not included in PMX's terms and conditions of sale.
9. **TITLE** – Title to and risk of loss of all Product sold hereunder shall pass to the Customer upon shipment by PMX, FOB PMX Plant whether or not PMX pays all or any part of the freight.
10. **WAIVER** - PMX's or the Customer's waiver of any breach or failure to enforce any of these terms or conditions shall not in any way affect, limit or waive such parties future right at any time to enforce strict compliance with every term and condition hereof.
11. **TESTS** - Any test performed on or with respect to the Product supplied hereunder shall, unless otherwise specifically agreed to in writing, be performed by PMX personnel employing PMX's standard testing practices and procedures for like product in effect at the time.
12. **ASSIGNMENT** - Neither any contract arising herefrom nor any right to obligation hereunder is assignable or transferable by the Customer in whole or in part without the prior written consent of PMX. Any purported assignment in violation of this provision shall be void.
13. **INTEGRATION** - The terms and conditions set forth herein constitute the entire contract between PMX and the Customer. No other statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof. Neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by the other party and specifically stating it is an amendment of this contract. Acceptance by PMX of the Customer's Purchase Order, or other forms submitted by the Customer containing other or different terms or conditions shall not be binding on PMX and shall not modify the obligation of the parties with respect to the order accepted hereby. Electronic communication through email, fax, text or other means and receipt of and opening of said electronic documents does not constitute acceptance of any portion nor all of the pricing, terms and conditions stated therein and are subject to acknowledgment which supersedes electronic document specifications, pricing, terms and conditions whether transmitted in writing, electronically or referenced via internet/website. Failure of the Buyer to receive, read, or accept the Seller's acknowledgment does not relieve the Buyer of the terms and conditions set herein.
14. **SURVIVAL** - The provisions of items 1 and 2 above shall survive performance by the parties of the substantive terms of any contracts arising herefrom.
15. **DISPUTES AND ARBITRATION** - Both parties agree that any disputes or questions arising hereunder including the construction or application of this contract shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association then in force.

Unless otherwise agreed, arbitration proceedings will be held in a venue of PMX's choosing and sole discretion. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

16. **GOVERNING LAW** – The contract shall be construed according to the laws of the State of Iowa, United States of America. Jurisdiction for enforcement of the arbitration shall be in the State of Iowa and the venue shall be in Cedar Rapids, Iowa USA.