



STANDARD TERMS AND CONDITIONS OF SALE

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT(S) SUPPLIED BY AXCESS CHEMICALS, LLC. AXCESS CHEMICALS, LLC MAKES NO WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR AS TO FREEDOM FROM PATENT INFRINGEMENT.

ACCEPTANCE OF ORDERS

AXCESS CHEMICALS, LLC reserves the right to correct any and all typographical, computational or clerical errors made in the preparation of quotations and specifications or to refuse any orders deemed inappropriate. Any representations, warranties or terms regarding this order made by any person, including dealers and representatives of AXCESS CHEMICALS, LLC, which are inconsistent or in conflict with the terms and conditions stated herein shall not be binding upon AXCESS CHEMICALS, LLC. Orders submitted by the customer which contain terms or conditions modifying, adding to or inconsistent with the terms and conditions herein contained will not be binding to AXCESS CHEMICALS, LLC. The terms and conditions herein contained shall be the sole and exclusive terms and conditions relating to this order.

ORDERS AND ORDERING INFORMATION

All orders are subject to acceptance by AXCESS CHEMICALS, LLC. Orders should be sent to Axxess Chemicals, LLC 522 Highway 9 North, Manalapan, New Jersey 07726 or faxed to 732-851-5527. Orders may be cancelled by the buyer only upon written notice to AXCESS CHEMICALS, LLC and only if the items ordered have not already been processed or are currently in process.

USE OR STORAGE

AXCESS CHEMICALS, LLC shall not be liable for any incidental damages or consequential damages arising directly or indirectly from use or storage of the product. AXCESS CHEMICALS, LLC's liability is limited to replacement of any defective product since AXCESS CHEMICALS, LLC has no control over the end use of this product.

The buyer must perform any relevant tests in order to determine the suitability of the product for the intended purpose or application since final determination of the fitness and merchantability of the product for any particular purpose or application is the sole responsibility of the buyer.

LIABILITY AND LIMITATION OF DAMAGES

AXCESS CHEMICALS, LLC shall never be liable for loss or damage that is the result of inaccurate or incomplete information or material that is not supplied on time by or on behalf of the buyer. The buyer shall guarantee the accuracy and completeness of information that is essential for the order. AXCESS CHEMICALS, LLC shall not be liable, under any circumstances, for any amount in excess of the cost of the product. All claims made by the buyer shall be deemed waived unless made in writing to AXCESS CHEMICALS, LLC within thirty (30) days of shipment.

DELIVERY

Quoted turnaround time is approximate and based on the prompt receipt of all necessary information by AXCESS CHEMICALS, LLC. AXCESS CHEMICALS, LLC shall not be liable for any delay of results due to reasons beyond the control of AXCESS CHEMICALS, LLC.

ASSIGNMENT OF ORDER

AXCESS CHEMICALS, LLC may assign this order or any portion thereof for performance by a third party. AXCESS CHEMICALS, LLC shall be responsible for proper completion of the order under the terms of this order form in the event of such assignment. AXCESS CHEMICALS, LLC is also responsible for ensuring the third party has performed the work assigned according to established and approved procedures.

TAXES

It will be the sole responsibility of the Buyer to pay any Taxes required by law. Buyer will hold AXCESS CHEMICALS, LLC harmless from any and all subsequent assessment levied upon Buyer or AXCESS CHEMICALS, LLC due to sales hereunder.

BILLING

AXCESS CHEMICALS, LLC payment terms for invoiced sales are net 30 days or as agreed between AXCESS CHEMICALS, LLC and buyer. Any non-payment beyond such period would incur a late charge on the entire balance at 1.5% per month or the maximum rate permitted by law. In the event of non-payment of charges or any amounts due AXCESS CHEMICALS, LLC pursuant to this acknowledgement of order/invoice, Buyer shall bear all costs of collection, including, but not limited to, reasonable attorney's fees.

The above Terms will be governed by the State of New Jersey.