



Notwithstanding any terms and conditions of any previous purchase order or proposal, this order is accepted only under the following terms and conditions, which will prevail unless exception is taken and terms are modified expressly agreed to in writing by authorized agents of the BOB MARTIN COMPANY.

All orders are accepted by us subject to prices prevailing at time of delivery.

We reserve the right to cancel your order or any portion thereof due to conditions beyond our control.

Any sales tax or other tax on this material which may be imposed by the Federal, State or Municipal Government shall be added to these prices.

Orders for materials to be manufactured, seller may deliver up to 10% above or 10% below any quantity so ordered thereby completing the order.

Hereunder due to causes or contingencies beyond its control, including, but not limited to strikes, fires, floods, accidents, an act of God, acts of law or public authorities, seller may at its option cancel or reduce deliveries accordingly or allocate supply in such manner as it deems equitable.

BOB MARTIN COMPANY warrants that materials delivered hereunder meet Seller's and/or manufacturer's standard specifications or material standards, as the case maybe, for the material or such other specifications as have been expressly agreed upon with buyer in writing. BOB MARTIN COMPANY warrants, further that such materials are adequately contained, packaged, labeled and conform to statements made on label. The foregoing warranties are exclusive and are in lieu of all other warranties whether written, oral or implied, including warranty or merchantability except as set forth above and warranty of fitness for a particular purpose.

Buyer's receipt of any materials delivered hereunder shall constitute an unqualified acceptance and a waiver of any and all claims with respect to such material unless buyer notifies seller within 30 days of such receipt that the materials do not conform to the warranty outlines above. Given the proper notice referred to above, BOB MARTIN COMPANY'S liability under said warranties shall be limited to the replacement or repair of such materials at our option. Buyer assumes all risk and liability for the results obtained by the use of the materials delivered hereunder in manufacturing processes of buyer or in combination with other substances. No claim of any kind where as to material delivered or non-delivery of materials shall be greater in amount than the purchase price of the materials in respect of which such claim is made and in no case shall BOB MARTIN COMPANY be liable for incidental or consequential damages whether or not caused by negligence of BOB MARTIN COMPANY.

All returns must be accompanied by a Return Material Authorization Number (RMA) and will be subject to the following terms and conditions:

1. Unauthorized returns will not be accepted.
2. All returns will be subject to cancellation/restocking charge and any freight charges incurred. Customer will return material prepaid.
3. The customer will accept delivery of, and pay for, at current market price, all material which has completely finished the manufacturing process at time of cancellation.
4. The customer will pay all costs, direct or indirect incurred on any material which has not finished the manufacturing process at time of cancellation.
5. Material furnished in cut lengths will not be subject to return when furnished per customer's requirements.
6. Claim for errors, deficiencies or imperfections will not be considered unless made with reasonable promptness (30 days) after receipt of material and unless the buyer promptly discontinues the use of said material. Material proving to be defective in the hands of the buyer, when used for the purpose for which intended, will be replaced or credit will be allowed for the price thereof at the seller's option. BOB MARTIN COMPANY shall not be liable for any claims for labor expenses or damages, whether direct or consequential, resulting from or caused by use of defective material. Material may not be returned without a Return Material Authorization Number from BOB MARTIN COMPANY.