



MATRIX CHEMICAL, LLC

CONDITIONS OF SALE

1. All goods sold by or through Matrix Chemical, LLC ("Matrix") to the buyer ("Buyer") are subject to these Conditions of Sale. Any different or additional terms or conditions contained in any purchase order or other communication are objected to and rejected by Matrix and shall not be binding upon Matrix unless agreed to in writing by the President of Matrix.
2. All goods will be F.O.B. the place of shipment. Title and risk of loss will transfer when the goods are placed in the possession of a carrier at the place of shipment.
3. Buyer acknowledges and agrees that these Conditions of Sale shall not obligate Matrix to extend any credit or continue to extend any credit to Buyer or to make any sales to Buyer on credit. Matrix reserves the right, in its sole and absolute discretion, to determine whether to make sales or extend credit, if any, to Buyer.
4. Terms of payment are net price thirty days from date of invoice, unless expressly stated otherwise on the front of the invoice. All unpaid balances are deemed past due thirty days after the invoice date. Matrix may, in its sole and absolute discretion, delay any shipment without any notice whatsoever to Buyer if any amounts due Matrix are past due. Interest will accrue at the rate of one and one half percent per month on all unpaid amounts commencing thirty days after the date of the invoice. All invoices are due and payable in United States funds at the address specified on the invoice. Notwithstanding any other provision of these Conditions of Sale or of any other agreement of the parties, written or oral, any interest charged by Matrix shall not exceed the maximum amount of interest that may be lawfully charged or contracted for by Matrix.
5. Matrix reserves the right to insist on full payment in cash prior to acceptance of any order from Buyer. Furthermore, when Buyer is past due or otherwise delinquent in any payment or when, in the sole and absolute determination of Matrix, the financial condition of Buyer may impair Buyer's ability to pay all sums due Matrix in a timely manner, then Matrix may, at any time and without notice, refuse shipment, divert, delay or reroute shipments, cancel orders or alter or suspend credit terms.





6. Matrix's base prices, together with related extras and deductions, are subject to change without notice.
7. Buyer cannot cancel or modify purchase orders or delay the delivery of goods except with Matrix's written consent which may be withheld in Matrix's sole and absolute discretion. Should Matrix allow Buyer to cancel or modify such a purchase order, Buyer shall be liable for cancellation or modification charges.
8. Delivery dates given in advance of actual shipment are estimates only and shall not be deemed fixed or guaranteed delivery dates. In no event will Buyer have the right to cancel, refuse or claim any damages as the result of delayed delivery. In the case of delayed pick up of goods by the Buyer, Matrix has the right to charge applicable storage charges.
9. (a) DISCLAIMER/LIMITATION OF WARRANTIES

MATRIX WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL BE OF THE QUALITY SPECIFIED IN WRITING BY MATRIX. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES THAT ALL GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS," AND MATRIX HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE AND MATRIX HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, EXPRESS OR IMPLIED.

- (b) LIMITATION OF REMEDIES AND LIABILITY FOR NONCONFORMING GOODS

If the goods do not conform to the agreed specifications or are otherwise defective and if Buyer elects to reject the goods, Buyer shall immediately notify Matrix and the carrier in writing of the nonconformity or defect and its intent to reject the goods and Matrix shall have the right to inspect the goods prior to and as a condition to Buyer's right to the remedies set forth herein. Any in-transit loss or damage will be for Buyer's account and shall be made directly to the carrier and Matrix shall have no liability for any in-transit loss or damage. **BUYER HEREBY ACKNOWLEDGES THAT IT'S REMEDIES ARE LIMITED EXCLUSIVELY TO RETURN AND REPLACEMENT OR REPAIR OF THE NONCONFORMING GOODS, AT MATRIX'S SOLE OPTION.** Matrix shall not be liable for labor or materials involved in the movement of goods rejected by Buyer, absent the express written consent of Matrix. In no event shall Matrix's liability exceed the actual purchase price paid by Buyer for the rejected





goods. **MATRIX SHALL HAVE NO LIABILITY TO BUYER FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, INCONVENIENCE, DELAY OR DISRUPTION CLAIMS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS.**

10. Matrix assumes no responsibility whatsoever for injuries resulting from safety violations or improper operation of any products or goods sold to Buyer. **BUYER ASSUMES ALL RESPONSIBILITY FOR INJURIES, DAMAGES, ILLNESS OR PROPERTY DAMAGE RELATING TO OR RESULTING FROM THE MISUSE OF THE GOODS SOLD HEREUNDER, INCLUDING, BUT NOT LIMITED TO, MISUSE OF THE GOODS IN THE ORDINARY COURSE OF BUYER'S OR BUYER'S CUSTOMER'S BUSINESS AS WELL AS THOSE ARISING OUT OF OR RELATING TO SAFETY VIOLATIONS RELATING TO GOODS AND EQUIPMENT PURCHASED FROM MATRIX.**
11. Buyer shall be liable for any and all taxes levied by federal, state or local authorities upon the manufacture, sale, use, delivery, storage, consumption or transportation of the goods or services and if paid or required to be paid by Matrix, such taxes shall be added to and become part of the price payable to Matrix for such goods or services.
12. Neither Buyer nor any consignee shall have the right to divert or reroute any shipment to any destination other than that specified in the bill of lading without Matrix's written consent.
13. Matrix and Buyer agree that Matrix may, at any time and from time to time and without prior notice, offset and set-off any account balance or other indebtedness due to Buyer against any account balance or other indebtedness due from Buyer. The foregoing offset rights shall not constitute an election of remedies and are in addition to, and not in lieu of, any other rights or remedies available to Matrix by contract or applicable law.
14. In any proceeding to enforce or interpret these Conditions of Sale, including, without limitation, any efforts by Matrix to collect any monies now or here after due Matrix from Buyer, Matrix shall be entitled to recover its reasonable attorneys' fees and legal disbursements in addition to all other available relief.
15. Buyer agrees to indemnify, defend and hold Matrix and each of its members, owners, managers, officers, employees, representatives and agents (collectively,





the “Indemnitees”) harmless from any and all actions, liabilities, obligations, claims, losses, damages, penalties, fines, extra contractual damages, punitive damages (including, without limitation, damages for injury to persons and property), judgments, suits, costs, expenses, (including, without limitation, attorneys’ fees) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against any of the Indemnitees in any way relating to or arising out of, directly or indirectly, any act or omission of Buyer including, without limitation, Buyer’s failure to strictly comply with these Conditions of Sale.

16. “Force majeure” means an event which is beyond the reasonable control of Matrix or any supplier of the Goods which could not have been prevented or overcome by Matrix and shall include, without limitation: (a) lightning, earthquakes, fires, storms, floods, washouts and other Acts of God; (b) strikes, lockouts and other industrial disturbances; (c) acts of public enemies, sabotage, arrests and restraints, war, riot or other civil disturbances; (d) government, regulatory, administrative or judicial actions, restraints, decisions, rules, laws regulation or orders; (e) non-performance, interruption, curtailment, stoppage or rationing of transportation services by third party transporters whether or not such transporter is claiming an event of force majeure under any applicable transportation agreement including annual plant shutdowns; and (f) fires, explosions, obstructions of, freezing, breakage of or accidents to production or the Goods or gathering or processing facilities. Matrix shall not be liable or responsible for any damages, liabilities, claims or other matters arising from any force majeure including, without limitation, any failure or delay of Matrix in the performance of any obligation related to the sale of the Goods and Matrix may, at its option, extend the time of shipment or delivery of the Goods or terminate unconditionally and without liability any future shipment or delivery of the Goods affected by any force majeure.
17. Waiver by Matrix of any breach by Buyer of these Conditions of Sale in any one instance shall not constitute a waiver of the same or similar breach in any subsequent instance. Any failure of Matrix to exercise its rights and remedies as a result of any default of Buyer shall not affect or impair Matrix’s rights in case of any subsequent default of Buyer.
18. THESE CONDITIONS OF SALE AS WELL AS ANY CONTRACT OR TRANSACTION SUBJECT TO THESE CONDITIONS OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IN ANY PROCEEDING TO ENFORCE OR INTERPRET THESE CONDITIONS OF SALE OR ARISING FROM ANY CONTRACT OR TRANSACTION SUBJECT TO THESE CONDITIONS OF SALE, BUYER EXPRESSLY CONSENTS TO THE





EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF TEXAS AND VENUE SHALL BE PROPER IN COLLIN COUNTY.

19. Any notice required or permitted to be sent to Buyer shall be effective when actually delivered or three business days after deposit in the United States mail via certified mail, return receipt requested.
20. This document contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings and may only be amended or modified by an agreement in writing executed by Buyer and Matrix.
21. If any provision of these Conditions of Sale or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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