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## **Terms & Conditions of Sale**

The “Company” shall mean Connect Chemical USA, LLC. These Terms & Conditions shall refer to disposable and non-disposable goods, unless indicated otherwise.

1. Except where otherwise agreed in writing, all sales to Buyer are subject to these Terms & Conditions of Sale. These Terms & Conditions shall take precedence over any other terms and conditions, and the acceptance of an order does not constitute a recognition of terms or conditions other than those of the Company. Where any one or more terms and condition(s) mentioned herein is waived or held invalid, this shall in no way affect or alter the validity of the other terms and conditions contained herein.

2. Unless stated otherwise, all prices quoted by the Company are exclusive of packaging, applicable sales and other tax, and shipping costs. Subject to Clause 3 below, the Company reserves the right to increase the price of goods to reflect any increase in the Company’s costs which is due to factors such as, without limitation, any foreign exchange costs fluctuations, currency regulation, alteration of duties, significant increase in the costs of labor materials or other costs of manufacture, any change in delivery dates, or change in quantities or specifications for the goods requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

3. The Company’s price quotations are valid if in writing and shall remain unchanged for a period of thirty (30) days inclusive from the date of quotation, unless otherwise specified and/or agreed to.

4. Any illustration and specifications in the Company’s literature and marketing materials are as accurate as possible at the time of printing, but the Company reserves the right to make alterations in detail as and when designs and specifications are changed. The Company reserves the right to supply goods conforming to the latest designs and specifications, and the Buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in illustrations and specifications subject to the goods being of comparable quality.

5. Delivery terms are F.O.B. Atlanta, Georgia, unless indicated otherwise.

6. Times or dates for delivery or performance are business estimates only and do not become contractual obligations of the Company. Therefore, time will not be of the essence of the contract, and provided the Company makes delivery within a reasonable time (taking into account all circumstances), the Buyer will be bound to accept delivery even if made after the stated date and shall not be entitled to repudiate the contract or claim damages in respect of the timeliness of delivery. If delays will exceed an initial period of two (2) weeks, Company shall notify Buyer hereof in writing; additional delays shall be communicated to Buyer on a weekly basis. Buyer may decline delivery upon providing Company with one (1) week written notice, provided that the total delay exceeds six (6) weeks. Buyer shall accept delivery if delivery occurs within the written notice period. Buyer shall not bear any costs resulting from a late delivery.

7. Subject to the conditions set out below the Company, for a period of one (1) year following receipt by the Buyer, warrants that the goods will correspond with their specifications at the time of delivery and that they will be free from defects in material and workmanship. The above warranty is given subject to the following conditions:

a. The Company shall be under no liability in respect of any defects arising from any drawing, design or specification supplied by the Buyer.

b. The Company shall be under no liability in respect of any defects arising from normal wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company’s instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company’s prior approval.

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President:  
Richard Gardner



c. The Company shall be under no liability under the above warranty as long as the price (full or partial) for the goods remains due and unpaid.

d. The above warranty does not extend to parts, materials or equipment not manufactured or distributed by the Company, in respect of which the Buyer shall only be entitled to the benefits of any warranty or guarantee given by the manufacturer or seller of such item to the Company.

**e. Subject to the express provisions in these Terms & Conditions, all warranties, conditions or other terms, whether express or implied or arising by statute or common law, are excluded to the fullest extent permitted by law. In particular, the Company does not make any warranty, express or implied, of merchantability or fitness for purpose. There are no warranties which extend beyond the provisions of these Terms and Conditions for Sale.**

f. Any claim by the Buyer which is based on any defect in the quality or condition of the goods or their failure to correspond with the applicable specifications, whether or not delivery is refused by the Buyer, shall be communicated in writing to the Company within seven days from the date of delivery (or attempted delivery where Buyer has refused delivery), or, where the defect, failure or non-conformity was not detectable by reasonable inspection, within a reasonable time after discovery of the defect, failure or non-conformity. If the Buyer does not notify the Company as noted in this Clause, the Buyer shall not be entitled to reject the goods and the Company shall have no liability for any defects, failure or non-conformity, and the Buyer shall be obligated to pay the full sales price.

g. Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet the applicable specifications is notified to the Company in accordance with these Terms & Conditions, the Company, at its sole discretion, shall be entitled to either replace the goods (or the parts in question) free of charge or to refund the Buyer the purchase price of the goods (or, where reasonable, a proportionate part of the price). The Company shall have no further liability to the Buyer.

h. Under no circumstances, the Company shall be liable to the Buyer for any consequential losses or damages including lost profits and punitive damages, costs, expenses or other claims for consequential compensation, regardless of whether the alleged loss or damage was caused by the Company's negligence or the negligence of the Company's employees, officers, directors or agents, which arise out of or in connection with the supply of the goods or their use or resale by the Buyer.

i. The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limitation, the following shall be regarded as causes beyond the Company's reasonable control:

- aa) Force majeure events as defined by applicable law including but not limited to explosion, flood, pandemics such as the Covid-19 crisis in 2020, tempest, fire or accident;
- bb) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- cc) Acts, restrictions, regulations, laws, prohibitions or measures of any kind on the part of any governmental or local authority;
- dd) Import or export regulations or embargoes;
- ee) Strike, lock-outs or other industrial actions or trade disputes (whether involving the Company's employees or the employees of a third party);
- ff) Difficulties in obtaining raw materials, fuel, parts or machinery;
- gg) Power failure or breakdown in machinery.

8. All invoices shall be paid within thirty (30) days unless other terms have been agreed upon in writing. Prior to payment by Buyer, the Company may request that payment be made by bank wire transfer. Any costs associated with payment such as bank fees shall be borne by Buyer. Company shall not be obligated to deliver goods without prior

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payment and at its sole discretion it may request delivery on a C.O.D. basis only. Buyer may not use any prior credits given by the Company to offset any amounts due and payable.

9. Any stipulations by and between the Company and the Buyer are not binding unless and until they have been confirmed in writing by an authorized representative of the Company.

10. The Company reserves the right to sub-contract all or any part of any order, as it deems necessary.

11. The Buyer assumes the risk that all ordered and purchased goods suit its intended or unintended purposes.

12. a) The Buyer must obtain the written approval of the Company prior to returning any goods, for whatever reason, and the Company reserves the right to assess a respective handling charge. Freight and insurance for the return shall be borne by the Buyer unless the Buyer is entitled to returning the goods in accordance with the provisions in Clauses 6 and 7 above.

b) The Buyer is responsible for ensuring that goods returned to the Company are free from any biological or chemical hazard unless the goods were in that condition when delivered to Buyer.

13. The Company reserves the right to charge for drawings or plans prepared for quotations or orders, and, at its sole discretion, it may refuse to accept a cancellation of orders for goods of a special design or manufacture. The copyright of such designs, drawings or plans shall remain the property of the Company. In case of a violation, as liquidated damages, the Buyer shall pay an amount equal to purchase price.

14. a) Title and risk of loss of any goods delivered hereunder shall pass to Buyer upon Buyer's receipt thereof. In the event that the goods are shipped to the Buyer, risk of loss passes to the Buyer upon the Company's delivery of the goods to the shipper/transport company.

b) The Company shall retain, and Buyer hereby grants, a security interest in any goods (and the goods and proceeds thereof) pending final payment therefor. The Company shall have the rights and remedies of a secured creditor under the Uniform Commercial Code of the governing law state with respect to the goods. Buyer agrees to execute and deliver, and agrees that the Company may prepare, execute and file in the appropriate offices and records, such financing statements as are necessary to perfect Company's security interest in the goods.

c) Pending final payment, the Buyer shall keep the goods identifiably separate from any other property in the Buyer's possession and shall keep the goods properly stored, protected and insured.

d) Pending final payment, the Company shall have the right to enter any premises under Buyer's control where any goods are located.

15. Where, at the Buyer's request, any goods are made according to specifications other than the Company's own specifications, the Company shall not be liable for any infringement or alleged infringement of any third party rights (e.g., patents, trademarks, registered designs or similar rights), and the Buyer agrees to fully indemnify the Company, its employees, officers, directors, agents and affiliates against such claims.

16. The interpretation of these Terms & Conditions of Sale shall be governed by the applicable laws of the State of Georgia, USA, exclusive of its conflict of law provisions.

17. Unless a remedy can only be granted by a court, any disputes hereunder shall be resolved through binding arbitration governed by the rules of the American Arbitration Association (AAA) relating to commercial disputes. The proceedings shall be held in Atlanta, Georgia and be conducted by one (1) arbitrator. Any award may be submitted for enforcement to any court having proper jurisdiction. In the event of court proceedings, the parties waive any right

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to a trial by jury, provided further, that any court proceedings against the Company need to be submitted to the federal courts having jurisdiction at the Company primary place of business.

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Date + Company's signature

Date + Buyer's signature

May 2020

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