



**DOMESTIC (US) BUYER CREDIT APPLICATION & TERMS OF SALE**  
**ALLCHEM INDUSTRIES HOLDING CORP & SUBSIDIARIES (SELLER)**  
 (PLEASE COMPLETE ALL FIELDS – INCOMPLETE APPLICATIONS CANNOT BE PROCESSED)

BUYER'S LEGAL BUSINESS NAME: \_\_\_\_\_

IS THERE A DIFFERENT D/B/A NAME? \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_ DOING BUSINESS SINCE: \_\_\_\_\_

FEDERAL TAXPAYER ID: \_\_\_\_\_ DUNS #: \_\_\_\_\_

ALLCHEM CONTACT: \_\_\_\_\_ REQUESTED CREDIT: \$ \_\_\_\_\_

LEGAL CLASSIFICATION:       CORPORATION     PARTNERSHIP     SOLE PROP.     OTHER

HAS THE ENTITY OR ITS OWNER EVER DECLARED BANKRUPTCY?       NO       YES

<b>PHYSICAL ADDRESS:</b>	<b>MAILING ADDRESS FOR INVOICES:</b>
	<input type="checkbox"/> SAME AS PHYSICAL ADDRESS

YOUR ACCOUNTS PAYABLE DEPARTMENT CONTACT INFORMATION	
TELEPHONE NUMBER  (     )	AP CONTACT NAME
FAX NUMBER  (     )	AP CONTACT E-MAIL ADDRESS

BANK AND TRADE REFERENCES OR ATTACH YOUR LATEST FINANCIALS			
COMPANY NAME	FAX NUMBER	TELEPHONE NUMBER	CONTACT NAME
BANK OR LENDER			
TRADE REF			
TRADE REF			
TRADE REF			
TRADE REF			

## Terms and Conditions of Sale

The following terms and conditions shall apply to all contracts for the sale of goods or the provision of services entered into between the BUYER and AllChem Industries Holding Corporation and/or one or more of its subsidiaries or affiliates (individually or collectively "SELLER"). These terms and conditions shall apply and control regardless of any writing contained in BUYER's purchase order or other forms exchanged by the parties prior to or subsequent to the execution of this agreement. These terms shall apply to all deliveries made on or after this date by SELLER to BUYER. The parties specifically rejected all previous or subsequent terms that are in addition to or conflict with those contained below. As a material inducement and as consideration for SELLER's evaluation of BUYER's credit limit and offer to supply goods to the BUYER, the parties agree as follows:

Credit Terms: Any credit extended is contingent on BUYER's account remaining current through the date of delivery of any orders. Should SELLER obtain information which, in SELLER's sole discretion, indicates a deterioration in BUYER's financial condition, the terms of sale shall convert to cash before delivery at SELLER's option. SIGNER represents that they are authorized to negotiate terms and conditions regarding the purchase of goods or services by BUYER.

Taxes. Except for NJ Spill Tax (if applicable), BUYER warrants that its purchases are exempt from all sales, use, consumption or any other taxes involving the purchase or sale of any goods purchased from SELLER. BUYER shall indemnify SELLER against all taxes if any taxing authority later determines that BUYER'S purchases are not exempt from any such tax(es). BUYER shall provide a valid resale certificate (or equivalent) for the relevant jurisdiction and update it as necessary.

Acceleration Payment in Case of Past Due Balances. If any amount due from BUYER to SELLER exceed 30 days past due, all monies owed to SELLER by BUYER shall immediately become due and payable in full regardless of their original due date.

Choice of Law, Forum Selection & Awards. Florida law, without regard to its conflict of law provisions, shall exclusively govern this agreement. The parties agree that any controversy, dispute or claim between them arising out of, or in any way derivative from, SELLER's sale of goods or provision of services to BUYER, shall exclusively be settled by mandatory binding arbitration in Gainesville, FL before a single arbiter pursuant to the rules of the American Arbitration Association. The arbiter's award shall be final and binding upon both parties and enforceable by any court with jurisdiction over the party against who enforcement is sought. In addition to loss or actual damages, the prevailing party shall be awarded its costs of pursuing the action and collecting any award, including but not limited to court/filing fees, fees and expenses to compel arbitration and/or enforce an arbitral award, arbiter fees, attorney fees, all other expenses incurred to pursue the claim(s) and interest on any award from the original due date of the invoice until payment in full is made at the rate of 0.05% per day simple interest. Under no circumstances shall either party be entitled to recover for incidental or consequential damages. The parties reject the application of the UN Convention on Contracts for the International Sale of Goods to any transaction subject to this agreement.

**SELLER DISCLAIMS ALL WARRANTIES (EXPRESSED OR IMPLIED) RELATED TO PRODUCT(S) SOLD BY IT, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OTHER THAN PRODUCT(S) MEETS THE WRITTEN SPECIFICATION PROVIDED BY SELLER. BUYER ACKNOWLEDGES THAT THE ONLY REPRESENTATIONS RELATED TO SELLER'S PRODUCT(S) ARE CONTAINED IN WRITINGS PROVIDED TO THE BUYER BY THE SELLER.**

Title and Risk of Loss. Title and risk of loss for product transfers to Buyer at Seller's shipping point. The designation of an order as "Delivered" to a named destination in the United States shall be interpreted to be the equivalent of CIP Incoterms 2010.

Force Majeure. SELLER'S obligation shall be limited to using reasonable commercial efforts to make a conforming delivery on the requested date. SELLER shall not be liable for any failure to perform which is caused by an event or circumstance outside its reasonable control ("Force Majeure Event"). Without limiting the foregoing, a Force Majeure Event may include fire, storm, flood, Act of God, war, terrorism, explosion, mechanical breakdown, sabotage, strike or other labor trouble, closure of roadways, shipping lanes or facilities, shortage of fuel and/or raw material, embargo, shortage of transportation vehicle or vessel, government action or threats of government action and civil unrest or all other similar circumstance that could not have been prevented by the exercise of reasonable diligence by the SELLER.

Non-conformity, Notice of Defects and Assumption of Risk. BUYER shall inspect all goods within a reasonable period (not to exceed 30 days) from date of delivery. Any allegation or claims for nonconformance with SELLER's written specifications or shortage not made in a writing that details the nonconformance with specificity and received by the SELLER by the end of the 30<sup>th</sup> calendar day after delivery shall be considered irrevocably waived. No action founded upon this agreement or in tort, other than an action by SELLER to collect amounts due under this agreement or related sales agreements, shall be brought unless it is commenced in the forum as required above within 366 days of the act or omission complained of.

BUYER represents that as the purchaser of chemicals it understands the properties of and the risks of the goods being purchased from SELLER. BUYER has not relied on SELLER to determine the suitability of the goods for any particular purpose. BUYER acknowledges that it is solely capable and competent to evaluate the appropriate conditions and circumstances for use and storage of the goods being purchased.

With respect to any goods provided by SELLER, BUYER shall indemnify SELLER against any demand, suit, claim, liability, cost, expense, damage or loss (including, without limitation, attorney's fees and cost of defense) made against, incurred or suffered by SELLER, arising from the use (including the incorporation into other goods), possession, transportation, or storage, made by any party unless such suit or claim is based upon the SELLER's failure to meet the written sales specification at the time of delivery.

Modification, Non-Waiver and Exercise of Rights. SELLER may, modify the terms of this agreement by sending BUYER notice or a revised version of this agreement. The revised agreement shall become effective for all transactions between the parties entered after the transmittal of the revised agreement. BUYER may cancel this agreement by delivering to SELLER a written notice of cancellation which shall be effective 5 business days after the receipt of such notice and shall only apply to orders placed by BUYER after the effective date of such notice. All rights and obligations of the parties created under this agreement for transactions occurring before the effective date of such cancellation shall remain in full force and effect.

Entire agreement. This agreement constitutes the complete integration and entire agreement of the negotiations between the parties with respect to the subject matter hereof. It supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

BUYER:	SIGNER as BUYER'S AUTHORIZED REPRESENTATIVE			
Company Name, Address, City, State ZIP	Name:		Title:	
	Signature:		Date:	