



**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 exclusively control regardless of any writing contained in BUYER's purchase order or other forms exchanged by the parties prior, 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 herein. SIGNER represents that they are authorized to negotiate terms and conditions regarding the purchase of goods or services by BUYER. 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, indicates a deterioration in BUYER's financial condition, the terms of sale shall convert to cash before delivery, at SELLER's option. If any amount due from BUYER to SELLER exceeds 30 days past due, all monies owed to SELLER shall immediately become due and payable in full regardless of their original due date.

Taxes. 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 provide a valid resale certificate (or equivalent) for the relevant jurisdiction and update it on a timely manner as requested by SELLER. BUYER shall indemnify SELLER against all losses if any taxing authority later determines that BUYER'S purchases are not exempt from any such tax(es).

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 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.

**WARRANTIES. 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 BY THE SELLER TO THE BUYER.**

Title and Risk of Loss. Transfer of title and risk of loss to BUYER shall occur 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 CPT Incoterms 2010.

Back-to-Back Orders Duties. Solely for sales of goods not originating from SELLER's domestic inventory ("back-to-back orders"): Pricing on back-to-back orders is based on the actual duty rates in effect as of the date of the sales agreement. Pricing shall be adjusted to reflect any changes in duties rates, surcharges, taxes or fees which are imposed by either the US or foreign government based on the actual date of the goods' movement in or out of the country.

**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 or delay in performing 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, but not be limited to: fire, flood, storm, weather event or natural disaster and their resulting consequences, Act of God, war, terrorism, illegal act by any third party, accident, explosion, mechanical breakdown or inability to perform by a supplier (whether or not arising out of a supplier's or service provider's own force majeure declaration or an event subject to UCC 2-615 [or its equivalent statute as enacted]), sabotage, strike or other labor trouble, closure of ports, terminal, roadways, rail lines, shipping lanes or facilities, shortage of fuel and/or raw material, embargo, shortage of transportation vehicle or vessel, cyberattacks or computer malfunctions, government action or threats of government action and civil unrest and any other circumstance that could not have been prevented by the exercise of reasonable diligence by the SELLER.

**Non-conformity & Timely Notice of Defects.** 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 arising in contract, tort, equity or otherwise, 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.

**Disclosure of and Assumption of Risks.** Due to the fact that chemicals may be used in a multitude of possible applications, in combination with one or more other substances, and in a variety of conditions, all of which may be outside the SELLER's actual or constructive knowledge and control, BUYER represents and warrants that they alone have determined the suitability of the goods purchased without any assistance from SELLER. Furthermore, BUYER, as a purchaser of chemicals in commercial quantities, represents that they are aware of the chemical properties and inherent characteristics of the chemicals they are purchasing and have determined their safety and appropriateness for use, or incorporation into other products. BUYER has researched and determined the intended (and potentially unintended) reactions (either alone or in combination with other substances) which may occur under all the possible conditions the goods may be exposed to, the dangers associated with the transportation, storage, handling and use of the chemicals, and the necessary condition for the chemical's safe transportation, storage, handling and use. BUYER alone shall be responsible for determining any regulatory compliance requirements which may be associated with the BUYER's transportation, storage, handling, use and sale.

BUYER shall indemnify SELLER against any demand, suit, claim, liability, cost, expense, damage or loss (including, without limitation, attorney's fees and associated costs of defense) made against, incurred or suffered by SELLER, arising from the use (including the incorporation into other products), sale or resale, possession, transportation, or storage, of goods purchased from SELLER made by any party unless such suit or claim is solely 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, via mail or email, of 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:	