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GENERAL CONDITIONS OF SALE

Any corrections or modifications must be made by the Buyer within seven (7) days from the date of confirmation of the sale made by the Seller. The Seller will submit its invoice to the Buyer at the time of delivery, and the buyer must make any claims or give notice of non-conforming goods within ten (10) days. Delivery of the goods is complete when they are tendered to the Buyer. Any delay or impossibility of delivery of a shipment is independent of and does not effect the obligations of the Buyer and Seller with respect to any other shipment under this contract.

Delay or impossibility of delivery of a shipment due to work interruptions, strikes or lockouts, obstructions of shipping, inability to secure cargo space or shipping facilities, sellers canceling or failing to complete in due time contracts made by the Seller for the purchase of goods, martial law, a state of war or war conditions, riots, fires, disasters, laws, rules, regulations or action of any government preventing or hampering the shipments, or action by any person or entity purporting to act under governmental authority, and any other event or circumstance beyond our control which entirely or partially prevents the delivery of the goods, will excuse the Seller from every obligation with respect to that shipment.

Increased costs, freight charges, new or raised import or export duties, or other levies or taxes that the Seller is required to pay, or which are charged to the Seller by any governmental authority, by suppliers, or by any other entity, will be added to the price of the goods and will be paid by the Buyer.

The Buyer and the Seller expressly agree that this contract is made in the State of Georgia where the Seller is located, and that the law of Georgia governs the interpretation of the contract and the resolutions of any claim or dispute related to the contract. Claims or disputes asserted by the Buyer, based on the quality or kind of materials sold are to be determined according to the trade practices in the industry which furnishes the goods to the Seller. In the event of a dispute or claim by the Buyer, the Seller may demand, before or after such claim or dispute has been filed in a court of law, that the claim or dispute be submitted to arbitration.

WARRANTY

The Seller hereby warrants that the goods sold are free from defects in material and workmanship, except such defects as are commercially acceptable, and conform to written specifications expressly accepted by the Seller. The Seller is not liable for special or consequential damages for breach of warranty, express or implied, including and without limitation the expenses of use, handling or sale of defective products. The Seller's liability and the Buyer's exclusive remedy for breach of warranty are expressly limited to the repair of defective products or the replacement thereof at the original point of delivery, or the repayment of the purchase price, at the Seller's option. The Buyer's claims for breach of warranty shall be waived if written notice of the claim is not given promptly within three (3) days after delivery of the goods. The Buyer shall give the Seller reasonable opportunity to inspect the goods and investigate the Buyer's claim. If the Seller agrees or offers to replace the goods sold, or to refund the purchase price, the Seller will do so only upon the return of the goods by the Buyer in compliance with the written shipping instructions of the Seller.

Any advice or recommendation by the Seller, or lack thereof, will not constitute a warranty by the Seller, nor impose any liability on the Seller. The Seller is not liable when the goods sold are not handled in accordance with customary and good commercial practices by the Buyer or the Buyer's agents, nor for any damage resulting from the use of plastics, chemicals or any material that results in damage to the goods sold.

The warranty provisions herein are in lieu of and exclude all other express or implied warranties to the product and of the fitness of the product for any particular purpose or merchantability.

No agent of the Seller has authority to change the terms of the sale, and such change can only be made in writing by the Seller's principal office.