

PERMEOX® PLUS
TERMS AND CONDITIONS

1. **Limited Warranty.**

Seller warrants that the product sold hereunder is made with PERMEOX® PLUS as specified on face of invoice. Seller makes no other warranty of any kind respecting the product, and expressly disclaims all other warranties of whatever kind respecting the product, including all warranties of merchantability and fitness for particular purpose. Buyer's sole remedy for breach of this limited warranty shall be refund of the purchase price, provided that any unused portion of the product is promptly returned to seller. Under no circumstances will seller be liable for any consequential or other damages.

2. **Casualty and Availability of Raw Materials.**

Panther Technologies, Inc. ("Seller") shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, acts of buyer, acts of military or civil authorities, fires, strikes, flood, epidemic, war, riot, delays in transportation or car shortages, or inability to obtain necessary labor, materials, components or services through seller's usual and regular sources at usual and regular prices. In any such event seller may, without notice to buyer, at any time and from time to time, postpone the delivery dates under this contract or make partial delivery or cancel all or any portion of this and any other contract with buyer without further liability to buyer. Cancellation of any part of this order shall not affect seller's right to payment for any product delivered hereunder.

3. **Indemnification.**

Buyer agrees to defend and indemnify seller of and from any and all claims or liabilities asserted against seller in connection with the manufacture, sale, delivery, resale or repair or use of any goods covered by or furnished hereunder arising in whole or in part out of or by reason of the failure of buyer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by seller in connection with such goods, by reason of the failure of buyer, its agents, servants, employees or customers to comply with all federal, state and local laws applicable to such goods, or the use thereof, including the Occupational Safety and Health Act of 1970, or by reason of the negligence of buyer, its agents, servants, employees or customers.

4. **Taxes.**

Liability for all taxes and import or export duties, imposed by any city, state, federal or other governmental authority, shall be assumed and paid by buyer. Buyer further agrees to defend and indemnify seller against any and all liabilities for such taxes or duties and legal fees or costs incurred by seller in connection therewith.

5. **Assistance and Advice.**

Upon request, seller in its discretion will furnish as an accommodation to buyer such technical advice or assistance as is available in reference to the goods. Seller assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at buyer's risk.

6. **Disclaimer.**

Seller disclaims to the full extent permitted by law all warranties, expressed or implied, including any implied warranty of merchantability, fitness for any particular purpose or against infringement, to any person other than buyer. Where warranties to a person other than buyer may not be disclaimed under law, seller extends to such a person the same warranty seller makes to buyer or lessee as set forth herein, subject to all disclaimers, exclusions and limitations of warranties, all limitations of liability and all other provisions set forth in Terms and Conditions herein. Buyer agrees to transmit a copy of the Terms and Conditions set forth herein to any and all persons to whom buyer sells, or otherwise furnishes the products and/or services provided buyer by seller and buyer agrees to indemnify seller for any liability, loss, costs and attorneys' fees which seller may incur by reason, in whole or in part, of failure by buyer to transmit the Terms and Conditions as provided herein.

7. **Limitation of Seller's Liability and Limitation of Buyer's Remedy.**

Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair or use of any goods or services covered by or furnished hereunder, shall in no case exceed the lesser of the cost of repairing or replacing goods failing to conform to the forgoing warranty or the price of the goods or services or part thereof which give rise to the claim. In no event shall seller be liable for special incidental or consequential damages, or for damages in the nature of penalties.

8. **Expenses of Enforcement.**

In the event Seller undertakes any action to collect amounts due from Buyer, or otherwise enforce its rights hereunder, Buyer agrees to pay and reimburse Seller for all such expenses, including, without limitation, all attorneys and collection fees.

9. **Entire Agreement.**

This agreement constitutes the entire contract between buyer and seller relating to the goods or services identified herein. No modifications hereof shall be binding upon the seller unless in writing and signed by seller's duly authorized representative, and no modification shall be effected by seller's acknowledgment or acceptance of buyer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default.

10. **Payment Terms.**

Our standard payment terms are net ten (10) days from the date of invoice pending credit approval, unless otherwise negotiated. A 1.5% per month finance charge will be added to all balances thirty days past due. This equates to an annual percentage rate of eighteen percent (18%). Outstanding invoices beyond 30 days must be paid prior to shipment of further product.

11. **Return Policy**

A 30% restocking fee will be charged for all returned goods that are approved by distributor. Return freight must be pre-paid. Product must be unopened and containers dry and in good physical condition. No product accepted for return after 30 days.