



ShawPolymers
plastic raw materials

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1. Seller's acceptance of Buyer's order is made expressly conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgement, acceptance or other document of Buyer. Seller does not accept, and expressly disclaims, all terms and conditions other than those expressly set forth herein or those contained in any written contract signed between the Buyer and Seller covering material(s) delivered hereunder. Acceptance of such material by Buyer shall constitute assent to said Terms and Conditions.
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4. Provided that the Buyer complies with all of the terms and conditions herein, including section 2 above, Seller's liability (and Buyer's sole and exclusive remedy) with respect to any defective material shall be limited to the replacement of that portion of material or a credit to Buyer in the amount of the invoice for such material, as Seller may elect.
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7. If, before shipment, Seller's costs for the material have been increased directly or indirectly by reason of any domestic or foreign law, governmental decree, order of regulation, including, without limitation, the imposition of any new or additional taxes, surcharge or duty, the revaluation or devaluation of currency, or import restrictions. Seller may, at its option, terminate the transaction or, to the extent lawful, increase the selling price by the amount of such increased costs.
8. All further orders from Buyer are subject to signed acceptance by Seller on its current Sales Contract form. In the absence of such signed acceptance, orders shall be deemed accepted and shipments made in accordance with the Terms and Conditions hereof, notwithstanding any purchase order from Buyer containing any inconsistent, supplemental, additional or different terms.
9. The goods sold hereunder may be or become hazardous, whether singly or in combination with other goods or products. Buyer acknowledges that it is familiar with, and will take all steps necessary to familiarize, inform and warn its employees, agents, customers and contractors who may handle or come into contact with the goods of all the hazards pertaining to, and proper procedures for safe use of, the goods and of the containers or equipment in which the goods may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials which it makes or resells that includes the goods said hereunder. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY OR EXPENSE (INCLUDING LEGAL FEES) INCLUDING, BUT NOT LIMITED TO INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM BUYER'S FAILURE TO SO FAMILIARIZE, INFORM AND WARN. THESE UNDERTAKINGS APPLY IN FULL MEASURE WHETHER SELLER IS ALLEGED OR FOUND TO BE CONCURRENTLY, PARTIALLY OR JOINTLY NEGLIGENT OR AT FAULT OR LIABILITY WITHOUT FAULT IS SOUGHT TO BE IMPOSED ON SELLER.
10. Seller's waiver of any breach or failure to enforce any of the Terms and Conditions herein or the contract of sale shall not be deemed to be a continuing waiver of any subsequent or continuing breach or a continuing waiver of the enforcement of such Terms and Conditions or of any other terms and conditions and such waiver shall not in any way effect, limit or waive, by reason of any course of performance, dealing, usage of trade or otherwise. Seller's rights to enforce and compel strict compliance with every term and condition hereof. Buyer agrees to indemnify Seller for all costs, including attorney's fees, associated with the enforcement of these Terms and Conditions and of the contract for sale of any goods sold hereunder.
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12. Any technical advice furnished or recommendation made by the Seller or its agents concerning any use or applications of any goods furnished hereunder is made in good faith and is believed to be reliable. Seller makes no warranty, expressed or implied, as to the completeness or accuracy of such statements.
13. These Terms and Conditions shall govern over any conflicting terms on any Purchase Order.
14. Credit memo's expire one-year of issue date (invoice date) on credit memo.