These terms and conditions of sale shall apply to every contract arising from the acceptance by Chem-Trend Trading(Thailand) ("Seller" or "Chem-Trend") of an order from any individual, partnership, company or organization ("Buyer") for the supply of goods and/or services, unless expressly notified to the Buyer in writing by Chem-Trend.

1. ACCEPTANCE

1.1 The document evidences a complete and binding contract between Seller and Buyer in accordance with the terms and conditions set forth herein. In the event of any conflict between the terms of this contract and any order placed by Buyer, the terms and conditions of this contract shall govern. The acceptance of order for the delivery of the goods covered by each order and is subject to Seller's prices in effect for said goods at the time of shipment. Any changes, whether in price or otherwise, in a separate written agreement signed by Buyer and Seller. Prices on the face hereof are those in effect on the date this document was prepared and Chem-Trend, in its sole discretion, may adjust such prices up to the time of delivery. The acceptance of an order is expressly conditioned upon Buyer's acceptance of all terms and conditions stated in this document and upon the express understanding that any additional or conflicting terms and conditions contained in Buyer's purchase order or other communications will not modify the terms and conditions stated in this document. No changes in the terms and conditions of this document and no additional or inconsistent terms and conditions, shall be effective unless approved in writing by Seller.

2. QUOTATIONS

If this document is provided by Seller to Buyer as a quotation, then, unless otherwise specified on the face hereof, such quotation is for information only and is not intended as an offer and is subject to change without notice in all respects, including prices, delivery dates, terms, quantities, and/or specifications.

3. TERMS OF PAYMENT

Terms of payment shall be as stated on the face hereof. Buyer agrees to pay for the products or services and Buyer's terms of payment. Buyer represents and warrants to Seller that Buyer is presently solvent. If Buyer's credit is unsatisfactory to Seller, Seller reserves the right to require payment by (a) cash with order, (b) cash payment at sight against bill of lading, or (c) cash on delivery ("C.O.D."). Under (b) and (c), Buyer, at Seller's option, may be charged all collection fees. Any amount not paid when due will bear interest at the rate of 1% per month from the date due to the date of payment. Until an invoice has been paid in full, title to the goods remains with Seller and Seller will have hereby grants to Seller a "purchase money security interest" in all goods delivered under that invoice and in all proceeds (if any) received by Buyer from the sale of such goods. Buyer acknowledges that Seller has an interest in the goods supplied hereunder. Buyer shall execute (in the name of and on behalf of Buyer) and file any financing statements and other documents as may be required by applicable law to perfect such purchase money security interest. Seller shall have the right to exercise all rights with respect to the goods subject to its "purchase money security interest" in accordance with applicable law. No future notice may be given on invoices. Invoices are payable in the currency specified in writing by Seller.

4. TAXES

Unless otherwise stated on the face hereof, prices do not include any applicable taxes. Any tax or other charge now or hereafter levied upon the production, sale, use or shipment of goods ordered or sold may, at Seller's option, be charged to Buyer in addition to the price of the goods. Buyer shall be responsible for all applicable taxes and all other taxes and fees associated with the goods or services.

5. FREIGHT

Shipments within the United States and Canada will be made F.O.B. Seller's warehouse with freight charges collected from Buyer except as otherwise specified on the face hereof. The most economical routing will be used at Buyer's direction or the most economical optional transportation selected by Seller. Claims for goods damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibilities cease upon delivery of goods to carrier, Buyer, or Buyer's representative.

6. TITLE AND RISK OF LOSS

Notwithstanding that title in the goods may not have passed to Buyer, risks of loss or delay to all goods supplied hereunder shall pass to Buyer upon Seller's delivery thereof to carrier. Buyer or Buyer's representative executing such delivery shall bear all risks of loss or damage to such goods from such time. Seller shall have no responsibility for any loss or damage to the goods after such time. Seller is not responsible for any further cost or expense, including reasonable attorney's fees, incurred by Buyer in connection with such claims.

7. CONTINGENCIES

In the event of war, fire, flood, strike, labor trouble, accident, act of governmental authority, act of God, or other contingencies beyond the control of the parties interfering with the supply of raw materials or the production, transportation or consumption of the goods covered by this document, quantities so affected may be eliminated from the contract without liability on the part of Seller, but the contract shall otherwise remain unaffected. In the event of any general increase in freight costs or any ruling or regulation affecting freight rates which results in increased freight costs, Seller, at its option, may increase the price of the goods to reflect such additional freight costs without advance notice.

8. QUANTITY VARIATIONS

On any individual order or release against any order for goods not stocked as a standard item, or not packed in standard cartons or packages, or on which special fabrications or constructions are involved, Seller reserves the right to ship and invoice for a quantity of goods which may vary up to 10% over or under the quantity stated on such order or release and Buyer shall accept delivery of and pay for such revised quantity.

9. ORDERS – CHANGES/CANCELLATIONS/Delivery

Seller will give due consideration to any request by Buyer for modification or cancellation of the order or release against an order or release by evidence of this document, but the same may not be modified or cancelled without the written consent of Seller. In this connection, Seller reserves its right to levy its proper modification and cancellation charges to Buyer for modified or cancelled orders. Buyer has the further right of understanding that Seller shall have the right to fulfill said order as is seen fit in the course of its manufacturing schedule and/or production capacity. Buyer also understands and agrees to fulfill its obligations to Seller on time and the submission of a shipping instructions and, where required, of governmental authorization.

10. RETURN OF GOODS

Goods sold by Seller may be returned for credit if permission for such return is granted by Seller in accordance with its return policy.

11. CONFIDENTIALITY

Buyer agrees and understands that all formula and technical information relating to the goods and services furnished hereunder is the sole responsibility of Buyer and Seller shall have no responsibility in connection therewith. Each of Buyer and Buyer's customers assumes all risks and liability for loss, damage or injury to property of Buyer. Buyer's customers or others arising out of the use or possession of the goods furnished hereunder. Buyer shall comply with all applicable laws and regulations relating to the use, storage and handling of the goods. Buyer shall have sole control and responsibility over any warnings to be given to end users concerning the use and handling of the goods or property. Buyer shall indemnify Seller against any and all losses, damages, liabilities, claims, suits, costs and expenses (including reasonable legal or attorney's fees and court costs) which may be brought against, suffered or incurred by Seller as a result of any personal injury (including death) and/or any property damage arising out of or connected with the utilizing, handling, storing, transporting, processing, further manufacturing or other use of such goods or property, unless such personal injury or property damage is caused by the negligence or willful misconduct of Seller. Buyer shall indemnify Seller to comply with all applicable laws and regulations relating to the use, storage and handling of the goods or property.

13. WARRANTY-LIMITATIONS AND REMEDIES

ALL GOODS BEING SUPPLIED HEREUNDER ARE SOLD "AS IS." Seller's only warranty with respect to the goods supplied hereunder is that such goods shall meet the description or specifications stated on the face hereof. EXCLUSIVE REMEDY AND SELLER SHALL IN NO EVENT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LEGAL OR ATTORNEY'S FEES OR COURT COSTS) WHICH MAY BE BROUGHT AGAINST, SUFFERED OR INCURRED BY BUYER. WITHOUT LIMITATION TO THE FOREGOING, THE FAILURE OF SELLER TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT ALL GOODS ARE BEING SUPPLIED TO BUYER "AS IS."

14. PATENTS

If any suit is instituted against Buyer for infringement of any patent alleging that the goods furnished hereunder or Seller's method of manufacturing such goods infringe any such patent, Seller shall at its own expense defend such suit and pay all payments, costs and expenses (including reasonable attorney's fees) which may be incurred by Buyer in connection with any such suit. Seller will hold Buyer harmless against any damages damages arising out of any such suit, and, to the full extent of Buyer's power to do so, Buyer permits Seller to defend and control such suit against such allegations. THE FOREGOING FULLY EXPRESSLY BUYER'S EXCLUSIVE REMEDY AND SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT ALL GOODS ARE BEING SUPPLIED TO BUYER "AS IS."

20. TERMINATION

Seller has the right to terminate any order or this contract, in whole or in part, if the Buyer breaches or is in default of any material obligations herein, which default is incapable of cure or which, being capable of cure, has not been cured within three (3) weeks of notice of such default from Seller.

21. SEVERABILITY

Every term, condition or provision is severable from others. If a court or arbitrator of competent jurisdiction holds any term, condition or provision of this contract to be invalid, unenforceable or illegal in whole or in part under any present or future laws for any reason, the validity and enforceability of the remaining terms, conditions and provisions of the contract shall not in any way be affected or impaired.

23. ASSIGNMENT

Buyer shall not, directly or indirectly, in whole or in part, assign or transfer this Contract (whether by operation of law or otherwise) or any rights thereunder to any other person or entity without Seller's prior written consent. Any assignment or transfer which is prohibited pursuant to any of the conditions contained herein shall be void and unenforceable. Without limiting the foregoing, this Contract will be binding upon and inure to the benefit of the parties and their permitted successors and assignees.