



## **DAXX TERMS & CONDITIONS OF SALE**

### **APPLICABILITY**

All sales of goods ("Products") by DAXX, LLC. (the "Seller") are made subject to these Terms and Conditions of Sale and are expressly conditioned upon the Buyer's assent thereto. The information contained in these Terms and Conditions of Sale serve to supplement the information contained in the Seller's catalog and on the Seller's web site, [www.daxxgrp.com](http://www.daxxgrp.com). The Seller will not be bound by any variations from or additions to these terms and conditions of sale contained in any purchase order or other document submitted by the Buyer. No variation from these Terms and Conditions of Sale shall be binding upon the Seller unless agreed to in writing by an authorized representative of the Seller. Specific terms in Seller's offer shall prevail to the extent they conflict with terms below. The offer is subject to change without notice until actual receipt of its acceptance.

### **ORDERS**

Acceptance and Cancellation, Returns - No order for Products placed by a buyer ("Buyer") shall be binding on Seller unless and until accepted by Seller. Seller reserves the right to reject any order for any reason. Once submitted to Seller, an order may not be changed or cancelled by Buyer unless such change or cancellation is expressly agreed to in writing by an authorized representative of Seller. Any such agreement to change or cancel an order may be conditioned upon Buyer paying a change or cancellation charge intended to compensate Seller for costs incurred, including, but not limited to, storage and shipping costs, costs of producing non-standard catalog items, costs incurred in purchasing materials, change or cancellation costs imposed on Seller by its suppliers, disposal costs incurred in disposing of Products in accordance with law, and any other cost resulting from a change or cancellation of an order placed by Buyer.

If Seller is unable for any reason to fill Buyer's entire order for Products, Seller may allocate its supply among any or all Buyers on such basis as Seller deems convenient and practical, without liability for any failure of performance which may result from such determination. In the event that a party's performance of any of its obligations hereunder (except for the payment of money) shall be delayed or prevented because of reasons which are not within such party's control, including without limitation compliance, whether voluntary or obligatory, with any law, decree, request or order of any governmental agency or authority, riots, war, terrorism, acts of sabotage, public disturbances, strikes, lockouts, differences with workmen, fires, floods, hurricanes, tornadoes, acts of God, mine collapse, accidents of navigation, breakdown of machinery or failure of transportation or transportation facilities, lack of access to roads, inability to obtain raw materials, fuel, power, labor, containers or transportation facilities (each a "force majeure event"), then such party shall be excused from liability for failure to perform such obligations caused by any such force majeure event. Quantities of Product(s) that are not delivered hereunder due to a force majeure event shall be deducted from the quantity of the relevant Product(s) that must be sold and purchased hereunder. If Seller is affected by a force majeure event, Seller will not be obligated to purchase or otherwise source replacement supplies of Product(s) for sale to Buyer hereunder from suppliers and/or manufacturing facilities different from those through which Seller obtained such Product(s) prior to the occurrence of such force majeure event.



## **SHIPMENT, HANDLING AND DELIVERY**

Shipping and handling charges will be added to the quoted price for the Products. Seller will bill actual shipping charges plus appropriate handling, insurance, and hazardous materials surcharges (where applicable). Delivery of the Products to the carrier at Seller's shipping point shall constitute Seller's sole shipping obligation and Buyer shall thereafter bear all risks of loss or damage in transit. Unless Buyer specifies mode of shipment, Seller will determine the method of shipment and choice of carrier. Buyer shall also be solely responsible once the Products are delivered by Seller at Client's facilities. Shipper's shipping weights shall be conclusive of Product shipment quantity unless proven to be erroneous by more than five percent (5.0%) from the amount stated in the relevant shipping documentation. Buyer's receipt at Buyer's destination of Product(s) delivered hereunder shall be an unqualified acceptance of, and waiver by Buyer, of any and all claims with respect to such Product(s) unless Seller receives written notice of such claim within thirty (30) days after Buyer's receipt or, in case of non-delivery, within thirty (30) days after the agreed date for delivery. In addition, legal proceedings concerning any cause of action accruing to Buyer and relating to this Agreement must be commenced within two (2) years after the date of such accrual, failing which Buyer will be deemed to have waived any and all claims with respect thereto.

Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original contents. Buyer shall return the containers to Seller empty and in good condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer's account if Buyer returns the containers F.O.B. Seller's return point in good condition within 90 days. If not returned within 90 days, Seller may reject the containers and retain the full amount of the deposit.

Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30-day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the final delivery under this agreement and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.

## **PRICING, TERMS OF PAYMENT**

All prices are shown in the currency of Seller's shipping location and are subject to change without notice. In addition to the quoted price, Buyer shall also be responsible to pay all sales or use taxes, excise taxes, duties, customs, import or export fees and any other taxes, fees or charges of any nature applicable to the Buyer's purchase of Products. The terms of all invoices are net 30 days from the invoice date, unless otherwise agreed and communicated between Seller and Buyer. Past due balances are subject to 1.5% service charge per month (18% per year) or the maximum amount permitted by applicable law, whichever is less after 30 days. In the event Buyer defaults in the payment of the purchase price of any order, Buyer agrees that it will also be



responsible to pay all costs, including attorney's fees and other expenses of collection resulting from any such default by Buyer.

#### **USES, WARRANTIES, LIABILITIES AND SAFETY**

The Products are not to be used for any other purposes other than its intended use. They should not be used as or as components in drugs, for human or animal use, or in medical devices, cosmetics, food additives, household chemicals, agricultural or horticultural products, pesticides, or for other related purposes. Buyer acknowledges that the Products have not been tested by the Seller for safety or efficacy in any particular application unless otherwise stated in Seller's written materials furnished to Buyer.

The Buyer represents and warrants to the Seller that it shall use the Products in accordance with applicable law, rule, regulation and not in violation of any patent or other proprietary rights of any third party. The Buyer expressly represents and warrants that Buyer will properly test, use, manufacture and market any Products purchased from Seller or materials produced with Products purchased by Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with law. The Buyer agrees to indemnify and hold harmless the Seller, its employees, agents, successors, officers and assigns for and against any and all suits, claims, demands, liabilities, losses, damages and/or expenses, including costs and fees of legal counsel and all other costs of defending any action, that the Seller may incur as a result of any act or failure to act by the Buyer, its officers, agents or employees, successors or assignees, its customers or all other third parties, whether direct or indirect, in connection with the possession or use of any Product sold by Seller or by reason of Buyer's breach of any of its agreements contained herein. Buyer's indemnity shall extend to any claim brought against Seller by a third party alleging that the use of a Product by the Buyer infringes the patent rights, trademarks, intellectual property rights or other proprietary rights of any third party. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's Products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident.

All of the Products offered by Seller are chemicals. As such, they should be used or handled only by or under the direct supervisions of technically qualified individuals. All Products should be handled only by properly trained persons who are familiar with the potential hazards in handling chemicals. The Buyer assumes all responsibility to learn and understand the risks associated with any of the Products and for instructing its employees, agents, customers and any other persons who might reasonably be expected to come into contact with the Products, in techniques for safe handling and use of the Products and of any potential risks to person and property in any way connected with the Products. The Buyer also assumes the responsibility for the safe disposal of all Products in accordance with all applicable laws.

#### **LEGAL DISCLAIMER**

Disclaimer Regarding Expectations of Results – Please be advised that due to the nature of the products which DAXX, LLC. (“DAXX”) is selling, there is no possibility of substantiating any claimed results. It can be assumed that no results are to be expected as a result of one’s purchase of these products. DAXX, LLC does not and cannot make any representations, promises or guarantees of the effectiveness of his products.



## **Disclaimer & Legal Rights**

### **No Warranties**

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### **Customer Remedy**

Our Company's entire liability, and the purchaser's exclusive remedy, shall be a refund of the price paid or replacement of our products, at our option. We limit replacement to thirty calendar days. All remedies are limited to the United States. Some states do not allow the exclusion or limitation of liability, so the above limitations may not apply to you.

### **Limitation & Exclusion of Liability**

SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST GOODWILL, LOST PROFITS, INCREASED MANUFACTURING COST, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF BUYER'S CAUSE OF ACTION. Buyer shall defend, indemnify and hold harmless Seller, Seller's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use or disposal of the Product(s) sold hereunder, except to the extent that any such claim or liability results from Seller's breach of its Product quality warranty hereunder or Seller's willful misconduct.

### **Legal Forum & Choice of Laws**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Harris County in the State of Texas, USA.



The terms constituting this offering are set forth in writing on this Web site. You hereby agree to submit to the jurisdiction of the State and Federal Courts located in Harris County, Texas, U.S.A. to resolve any disputes or litigation hereunder.

### **Copyrights**

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### **License**

All images, text, contents, products and scripts are licensed and never sold, unless otherwise stated.

### **Miscellaneous Terms**

This Agreement contains the entire understanding between Buyer and Seller concerning the subject matter hereof, to the exclusion of any other agreement, understanding, representation or warranty. This Agreement may only be amended or modified by writing signed by both parties, and without limiting the foregoing, will not be changed amended or modified by Seller's acceptance of any purchase order issued by Buyer and containing inconsistent or supplemental terms or conditions, and all such terms set forth in Buyer's purchase orders or similar documents are hereby rejected by Seller. This Agreement shall be binding and shall inure solely to the benefit of the parties and their respective successors and permitted assigns. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition hereof. This Agreement may not be assigned, in whole or in part, by Buyer without the prior written consent of Seller. Seller may assign this Agreement without Buyer's consent to any affiliate of Seller or to a company or other entity acquiring all or substantially all of Seller's business to which this Agreement relates.