



BUILDINGS FOR HAZARDOUS MATERIAL STORAGE

uschemicalstorage.com

TERMS & CONDITIONS

Note: As it pertains to these Terms and Conditions, the designation of “purchaser” is understood to be synonymous with the designations of “buyer/end user”, “customer”, “client” and “receiver of goods”.

Legal identification is required from all buyer/end users. Possession of our literature, quotes, sample drawings or other such documentation does not constitute the right to purchase from U.S. Chemical Storage. All prices are subject to change without requirement of prior notice.

Purchase Orders/Contracts: These are not accepted until U.S. Chemical Storage verifies acceptance in the State of North Carolina, County of Wilkes, City of Wilkesboro. This writing of contracts will be construed under and governed by the laws of the State of North Carolina.

Quotations: Prices on large quantities or custom projects not found in our literature are available. Contact a U.S. Chemical Storage Sales Engineer for assistance.

Sales Tax: U.S. Chemical Storage is required to charge state and local tax on items sold to buyer/end users in North Carolina for whom sales tax exemption certification has not been provided. When ordering, it is your responsibility to indicate any items which are tax exempt. U.S. Chemical Storage does not collect tax in any other states on behalf of you the customer, and it is buyer/end user’s responsibility to remit the appropriate sales tax to that state. U.S. Chemical storage will not be responsible for customer’s sales tax or municipality tax.

Payment Terms: Pending credit approval, one half (50%) of the purchase price (excluding freight) is required at release for fabrication, and one half (50%) plus any freight amount is due Net 30 days from shipment. A penalty of 3.5% per month will be assessed on any past due balances.

Credit Balance: Buyer/end user agrees that any credit balances issued will be applied within six months of issuance. If not applied or requested within six months, credit balance will be subject to cancellation and U.S. Chemical Storage will have no further liability.

Freight/Delivery Policy: Freight is prepaid and added to buyer/end user’s invoice on all orders. (FOB Origin). Shipments are made at the sole cost of the purchaser. Quoted shipping dates are approximate and are based on prompt receipt of all information and approvals from the

buyer/end user to allow release of the product for production. U.S. Chemical Storage reserves the right to ship prior to quoted ship date. Unless otherwise stated in writing and approved by U.S. Chemical Storage, delivery is to buyer/end user's location within the United States and using route of U.S. Chemical Storage choice. Any extra charge incurred for additional services, such as buyer/end user's carrier(s) or handling at the destination, will be paid by buyer/end user. Title and risk of loss pass to buyer/end user upon pick-up by the carrier. Buyer/end user may arrange their own freight and U.S. Chemical Storage will load purchased building(s) onto buyer/end user's delivery vehicle if arranged and confirmed in writing prior to pick-up.

Ownership of the building(s) transfers to the Buyer/end user upon leaving the manufacturing facility.

Where the buyer/end user makes no prior arrangements for transportation, U.S. Chemical Storage may provide, as a service to the buyer/end user, transportation assistance. Such service may involve determining the method of transport, the routing of shipment, selection of a carrier, and/or scheduling of pick-up and drop-off dates. U.S. Chemical Storage reserves the right to group shipments of multiple orders, and in such event, each order will be invoiced the prorated amount of freight costs based on the most direct routing of each single order. U.S. Chemical Storage's assistance with transportation arrangements as noted above is not to be construed as a guarantee of delivery, and U.S. Chemical Storage shall not be liable for late deliveries or scheduling delays. Any costs associated with delay, including costs which result from demurrage, idle time of riggers or rented handling equipment, or penalties for deadlines, are the sole obligation of the buyer/end user. It is the Buyer/end user's responsibility to off-load their building(s).

Delivery vehicle must have easy access to the building site. Any additional time/work/procedures involved in getting the building to the delivery site, including any layover time charges from delivery company, will be the sole responsibility of the buyer/end user. Also note that the warranty, as stated therein, begins from the point of shipment to the buyer/end user.

Connections: If you have purchased a fire suppression system, customer is required to find an appropriate fire suppression person in the end user's state for arming of the system. US Chemical will not be responsible for arming of the customer's fire suppression system.

US Chemical storage tests all electrical components of the product and ensures all components work and meet appropriate codes. US Chemical does not terminate the final electrical hook up in any state upon delivery. It will be the customer's responsibility to contact a local electrical installer to energize the building.

Claims: Any product/building damaged in transit must be noted on the delivery Bill of Lading. Also, an inspection report from the delivery company must be made immediately. Retain all

packaging material included with building. Immediately contact U.S. Chemical Storage at 1-800-233-1480 to report any damages.

Shipping Hazardous Products: Products considered hazardous for shipping will require special packaging, handling and may incur additional charges. buyer/end user must consult with Sales Engineer from U.S. Chemical Storage if they feel this applies and address this in advance of delivery. Call 1-800-233-1480.

Purchases Requiring Installation: In the case of U.S. Chemical Storage being commissioned to install building(s) at Buyer/end user's site, documentation is required that clearly defines the following:

- Pad Specifications
- Specific requirements at the installation site
- Buyer/end user's responsibilities at installation and U.S. Chemical Storage responsibilities
- Corrective action procedures if responsibilities come into conflict during installation

The above requirements must be defined in writing for each installation project that U.S. Chemical Storage agrees to perform. See your Sales Engineer to determine these parameters in advance and for sign-off before purchase order is submitted.

Local Safety Standards and Regulations: Products sold by U.S. Chemical Storage and its affiliates are designed to meet states' U.S. Safety Standard and Regulations. Because local standards and regulations vary significantly, U.S. Chemical Storage cannot guarantee that our products meet all applicable requirements in each locality. The buyer/end user assumes responsibility for compliance with such safety standards and regulations in these localities in which the products will be shipped, sold and used. Before purchase and use of products, please review the product application and national and local codes and regulations. buyer/end user assumes responsibility and compliance for such regulations as they relate to the product and installation. U.S. Chemical Storage or its affiliates makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

Trademarks and Copyrights: buyer/end user acknowledges that it has no right, title or interest in the trademarks or copyrights in the products purchased. buyer/end user also covenants that it will take no action to register or otherwise interfere with such rights.

Governing Law; Limitations: These terms and conditions shall be construed, interpreted and performed exclusively according to the laws, excluding conflict of law rules, of the State of North Carolina, United States of America. Any legal action with respect to any business transaction between U.S. Chemical Storage and its buyer/end users must commence within one year after the cause of action occurs. The provisions of the Uniform Commercial Code as adopted by the State of North Carolina, and NOT the United Nations Convention of Contracts for the International Sale of Goods, shall apply.

Limitation of Liability: buyer/end user shall hold U.S. Chemical Storage harmless against any and all loss, costs, damage, expense, claims and demands, in contract, in tort, or otherwise in any way arising out of or resulting from the use of the products purchased. This includes any handling, storing or transporting of Hazardous Materials of any kind as defined by the Code of Federal Regulations 40CFR, 49CFR and 29CFR. This includes any cost in investigating, litigating or settling any claims or demands such as bodily injury, sickness, disease or death to any person and also the loss of use or damage to any property. **Permits & Licenses:** US Chemical Storage is not responsible for researching, investigating, or obtaining any licenses or permits for the product, its installation, or its use. It is the customer's responsibility to obtain appropriate permits and licenses and meet all local compliance requirements.

Reselling: In the event the buyer/end user resells, distributes or in any way relinquishes control of the products purchased to a third party, the buyer/end user shall require from this third party that compliance with requirements is maintained. U.S. Chemical Storage assumes no responsibility for products resold to third parties.

Agreement Modifications: Any acceptance of the offer to sell contained herein is limited to acceptance of the express terms of the offer contained in the final quotation. Any proposal for additional or different terms or any attempt by the buyer/end user to vary, in any degree, from

the terms in the Buyer/end user's acceptance of quote by purchase order shall not operate as a rejection of the offer to sell. Any additional terms or modifications required by the buyer/end user must be made in writing and approved by U.S. Chemical Storage prior to production of building(s). Once accepted by purchase order, the final quotation may not be modified by buyer/end user.

Cancellation: U.S. Chemical Storage maintains the right to cancel any quotation or purchase order at any time by written notice. U.S. Chemical Storage may cancel the purchase order agreement for any material breach of the contract by the buyer/end user, if the buyer/end user becomes insolvent, if the buyer/end user files or has filed for bankruptcy, or if a receiver appointed by the buyer/end user prior to delivery refuses delivery which constitutes a breach of the agreement. Cancellation of a confirmed purchase order by the buyer/end user constitutes a breach of contract and buyer/ end user shall be liable for all costs incurred by U.S. Chemical Storage. These include—but are not limited to—any partial completion costs incurred by U.S. Chemical Storage of a building that is already in production, engineering fees, third party calculations, state and local approvals, overhead and profit. These costs are compiled at the discretion of U.S. Chemical Storage and will be submitted to Buyer/ End User for payment upon receipt. Cancellation notice must be made in writing from buyer/end user to U.S. Chemical Storage prior to 30 days before the date the building is schedule to ship. Upon receipt of a cancellation notice, all work on the building will be stopped as quickly as reasonably possible. buyer/ end user agrees to pay U.S. Chemical Storage the contract price for all completed work, determined by U.S. Chemical Storage. U.S. Chemical Storage full costs, including Q & A, plus an additional 20% will be added to this price should incomplete purchase be canceled less than 30 days prior to ship date. All Parts orders in their original package may be returned within ten days of purchase for the exception of electrical and custom parts. A restocking fee of 30% will be applied and the remaining balance will be issued as a credit or refund back to the Purchaser within 30 days.

Dispute Resolution: Actions by U.S. Chemical Storage or any of its affiliates for nonpayment by the buyer/end user of the purchase price of product(s)/building(s) sold by U.S. Chemical Storage, or for redress of other breaches by the buyer/end user of these Terms and Conditions, may be brought by U.S. Chemical Storage or its affiliates at its option, before a court in the State of North Carolina, Wilkes County, City of Wilkesboro. Our contract supersedes any other document from purchasing and is the final agreement. Until a unit is paid in full, U.S. Chemical Storage retains a financial position on the unit and reserves the right to file UCC in the appropriate jurisdiction. In addition to the above, all expenses incurred by US Chemical Storage to collect amounts past due will be passed on to the Buyer/End User.

Price: The price quotations submitted to the buyer/end user by U.S. Chemical Storage are valid for 30 days from the date on the quote unless withdrawn by U.S. Chemical Storage prior to acceptance from the buyer/end user. If product shipment extends beyond 90 days from the date of the order, the prices will be adjusted to those in effect at the time of shipment. Prices quoted do not include any federal, state or local property, license, privilege, sales, use, excuse, gross receipts, value added or other like taxes which may now or hereafter be applicable to, measured by or imposed upon the sales of the products purchased, their use, or any serviced

TERMS & CONDITIONS (CONT'D)

performed in connection therewith. Such taxes are the sole obligation of the buyer/end user and the buyer/end user agrees to pay or reimburse U.S. Chemical Storage for any such taxes that U.S. Chemical Storage or its contractors/suppliers may be required to pay.

Storage: It is the Buyer/end user's responsibility to take delivery of their building within ten (10) working days of notification of completion of their order or sooner. If delivery cannot be made within the said ten days the buyer/end user will: (1) have the option to pay for the building in full and store the building for up to 15 Calendar days on our property at no charge; or (2) incur a storage fee that will accumulate on a weekly basis at \$1,500.00 per week on Buildings less than 20 ft in length and \$3,000 on buildings over 20 ft in length, unless prior arrangements for delivery date have been made and agreed upon by both parties.

Force Majeure: U.S. Chemical Storage, or any of its affiliates, shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of U.S. Chemical Storage, any of its affiliates in the conduct of its business.

Security Interest: On any sales on open account, the buyer/end user hereby grants to U.S. Chemical Storage, or any of its affiliates, a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to U.S. Chemical Storage. Buyer/end user agrees to file any financing statements or other appropriate document with its governmental authorities to assure the validity, priority, and enforceability of the lien. Buyer/end user agrees to inform U.S. Chemical Storage immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

Assignment: buyer/end user shall not assign any order or any interest therein without the written consent of U.S. Chemical Storage. Any actual or attempted assignment without U.S. Chemical Storage's prior written consent shall entitle U.S. Chemical Storage to cancel such order upon notice to buyer/end user without liability to U.S. Chemical Storage.

Modification of Terms: U.S. Chemical Storage acceptance of any order is subject to Buyer/end user's assent to all of the terms and conditions of access and sale as set forth herein. Buyer/end user's assent to these terms and conditions shall be presumed by Buyer/end user's acceptance of all or any part of the goods or services ordered. All other contrary terms and conditions are expressly rejected, and no addition or modification of terms and conditions shall be binding upon U.S. Chemical Storage unless agreed to by U.S. Chemical Storage in writing.

Independent Contractors: U.S. Chemical Storage and buyer/end user are independent contractors. buyer/end user is not authorized to—and shall not make—any representations on behalf of—and/or which are binding upon—U.S. Chemical Storage.

Separability: If any provision of these Terms and Conditions of Sale shall be deemed illegal or unenforceable, such a situation shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such a situation shall destroy the underlying business purpose of these Terms and Conditions.

Foundation: U.S. Chemical Storage does not design, build or otherwise fabricate building foundation(s). Any claim for improper size of unit with respect to the building foundation against U.S. Chemical Storage will not be accepted.

U.S. Chemical Storage recommends general foundation plans for reference only. It is the Buyer/end user's responsibility to contract with a professional to ensure that the foundation required will support the prefabricated units as purchased and that it meets their local and state building codes.

Inspection: Any claim for defective materials, imperfect manufacture, shortage or any other claim against U.S. Chemical Storage with respect to the condition of the products purchased must be presented by the buyer/end user to U.S. Chemical Storage within ten days after the Buyer/end user's receipt of the goods. Freight damages must be reported immediately and noted in writing on the Bill of Lading. No Exceptions.

Complete Agreement: The terms and conditions in U.S. Chemical Storage's website Terms of Access, Terms of Sale, Quotations, Invoices and Sales Terms and Conditions are incorporated herein by reference and constitute the entire and exclusive agreement between buyer/end user and U.S. Chemical Storage and its affiliates.

WARRANTY ON BUILDING & ACCESSORIES

U.S. Chemical Storage buildings are warranted to you as the original buyer/end user for one year from the date of shipment against defects in workmanship and material, with the exception of structural integrity, which is warranted against defects in workmanship and material for a period of 15 years from the date of shipment. This warranty is subject to proper maintenance of said building by buyer/end user. U.S. Chemical Storage will replace or repair, at their option, any product which is in the opinion of U.S. Chemical Storage to be defective and has not been tampered with, modified, subjected to an accident/misuse or not communicated to U.S. Chemical Storage at the time of the order, or is not maintained, inspected and tested according with the preventative maintenance schedule (*see Maintenance Manual for this schedule*).

This warranty is in effect from: (a). the point of delivery of product from U.S. Chemical Storage to buyer/end user and (b). Conditional of Payment in Full is current and not Past Due.

At the option of U.S. Chemical Storage, a product shall be replaced or repaired at the customer's site using factory personnel or outside contractors under U.S. Chemical Storage's direction or returned to the factory for repair at the sole discretion of U.S. Chemical. Items that are not manufactured by and purchased by U.S. Chemical Storage are warranted against defects from the manufacturer's fabrication, process or parts according to the original manufacturer's warranty for such items from the date of shipment. Such items include, but are not limited to, building interior and exterior finish, switches, lights, gas sensors, electrical boxes, air conditioners, heaters, fan motors, dry chemical fire suppression equipment, doors, door locks and door closures. Such items can only be returned with prior approval of U.S. Chemical Storage. The original manufacturer or agent thereof, will make evaluation of each reported defective part and issue final judgment regarding warranty.

Seller's liability under this contract will be limited to repair of the defects as set forth in the paragraph, or—if unable to be repaired—replacement of goods. Any warranty expressed is only intended to cover parts. Any labor charges incurred are at the expense of the customer or at the discretion of U.S. Chemical Storage's factory representatives. It is expressly agreed by the parties herein that this shall be the Buyer/End User's sole and exclusive remedy against the Seller. Any disputes regarding warranty and building purchases are to be handled in the state of North Carolina, County of Wilkes, City of Wilkesboro.

There are no other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. US Chemical's liability under this warranty is limited to the repair of defects as set forth above.

In no event shall US Chemical Storage be liable for any loss of profits or any incidental or consequential damages for any reason, and the right to recover incident or consequential damages is expressly waived.