

1. **TERMS.** These Terms and Conditions of Sales Order, the written Sales Confirmation, and the Purchase Order between Buyer and TRInternational, Inc. ("Seller"), are the exclusive contract ("Agreement") between Buyer and Seller, there are no terms, understandings, agreements, other than those stated herein. The express acceptance of Buyer, the Seller's commencement of work on the Products subject to Buyer's order, shipment of the Products, or performance of all or a portion of the services subject to an order, whichever occurs first, shall constitute an acceptance of the Sales Confirmation, and these Terms and Conditions without any additional or different terms. Acceptance by Seller of Buyer's Purchase Order is subject to Buyer's acceptance of the Seller's Sales Confirmation and these Terms and Conditions of Sales Order. The Purchase Order, Sales Confirmation, and these Terms and Conditions may not be altered, amended, nor waived except in writing signed by an officer of the party to be bound thereby. If any provisions of Buyer's Purchase Order or other writings are different from or are otherwise in conflict with the Seller's Sales Confirmation or these Terms and Conditions, the Sales Confirmation and these Terms and Conditions shall govern and any conflicting terms contained in Buyer's Purchase Order or other writings are expressly rejected by Seller.
2. **DELIVERIES.** Seller shall make shipment of the materials purchased pursuant to the terms stated in the Purchase Order and/or Sales Confirmation. Buyer shall accept delivery thereof within two (2) days of discharge at the delivery location specified in the Purchase Order and/or Sales Confirmation. If Buyer shall fail to accept and complete delivery pursuant to these terms, Buyer shall assume all costs of delay, including, but not limited to, demurrage, storage, penalties, and anticipated profits and consequential loss. Non-delivery or default by Seller as to any shipment shall not be deemed a breach of this Agreement except as to such shipment and in such event, Buyer's only remedy shall be to deduct any actual costs associated with the non-delivery or default from payment due the Seller. Seller shall not be liable to Buyer for any other damages as a result of such non-delivery or default. Such non-delivery or default shall not relieve Buyer from its obligations hereunder to accept or pay for any subsequent or prior shipment notwithstanding that such non-delivery or default substantially impairs the value of this Agreement.
3. **TITLE TRANSFER.** Title to the materials shall pass to Buyer pursuant to the incoterms stated on the Purchase Order and/or Sales Confirmation.
4. **PAYMENT.** Seller shall invoice Buyer on the date the materials purchased by Buyer are discharged at final place of delivery or delivered to the carrier for transportation to Buyer. The full amount of such invoice shall be paid to Seller pursuant to the schedule set forth in the Purchase Order and/or Sales Confirmation. In the event an invoice remains unpaid after the date due, Seller may terminate this Agreement and such termination shall not constitute a waiver of any rights and remedies which Seller may have against Buyer. Seller shall not be obligated to make any deliveries to Buyer during any period during which payment of any of Seller's invoices to Buyer are past due.
5. **TAXES.** In addition to the purchase price, Buyer shall pay Seller the amount of all taxes, use and other charges which may be imposed on the sale by any taxing authority.
6. **PRICE.** The price payable shall be that specified in the Purchase Agreement and/or Sales Confirmation.
7. **INSPECTION.** Prior to the expiration of ten (10) days after receipt of materials pursuant to section 2 above, Buyer shall take such action as may be necessary to (i) verify the quantity of the materials received, (ii) determine whether the materials so purchased meet the specifications prescribed in the Purchase Agreement and/or Sales Confirmation, if any, and (iii) inform Seller of any damage to the materials, shortage of materials, or materials which fail to meet the prescribed specifications. Unless Buyer so notifies Seller within such ten (10) day period of any shortage of materials or of materials failing to meet specifications, the materials delivered to Buyer shall for all purposes be deemed to be of the amount purchased by Buyer and in compliance with prescribed specifications.
8. **CANCELLATION.** (a) This Agreement may be cancelled by a written amendment signed by the parties. (b) This Agreement may be cancelled by either party in the event the other party is adjudicated bankrupt or makes an assignment for the benefit of its creditors. (c) Seller may cancel this Agreement in the event Buyer assigns to another its interest in this Agreement or if Buyer fails to pay an invoice within thirty (30) days of its due date as provided in paragraph 4 of the Terms and Conditions section, or if Buyer is otherwise in default of its obligations under this Agreement. (d) Notwithstanding the foregoing, the Buyer may not cancel this Agreement, or any Purchase Order, without the express written consent of the Seller. The Seller reserves the right to charge a re-stocking and cancellation fee in the event of a cancellation, in an amount not to exceed the full purchase price of the goods.
9. **FORCE MAJEURE.** (a) Neither party shall be liable to the other for its failure to make or take delivery of materials required pursuant hereto if such failure is due to any occurrence beyond its reasonable control directly or indirectly, including, but not limited to, acts of God, accidents, fires, explosions, floods, earthquakes, wars, sabotage, riots, labor disputes, shortage of labor, shortage or failure of usual transportation mode, shortage of equipment, inability of suppliers to Seller to furnish materials, inability to obtain reasonable transportation, inability to perform hereunder by reason of any governmental order, law, regulation or rule. The party who shall fail to perform as a result of any such force shall have the right to omit during the period of such occurrence all or any portion of the material required to be shipped or acquired hereunder during such period. In such event the total amount of material required to be shipped or acquired hereunder shall be reduced by the quantity so omitted. Seller will make reasonable commercial efforts to allocate supplies to its customers in an equitable manner as exclusively determined by Seller. In no event shall Seller be obligated to purchase the material from others or to supply material from other than Seller's usual supply location for material in order to enable it to deliver the material to Buyer hereunder. (b) In the event either party asserts the occurrence of a force described in subparagraph (a) above, such party shall notify the other party of (i) the date when such force occurred; (ii) the nature of such force and; (iii) the effect of such force on the asserting party's obligations hereunder. The asserting party shall promptly notify the other party when such force ceases to exist, at which time the other party shall be obligated to perform hereunder. (c) The provisions of this paragraph 9 shall in no event excuse the Buyer from making any payment which may be due Seller.
10. **WARRANTY.** Seller warrants that the materials to be delivered hereunder shall meet the specifications, if any, prescribed in the Purchase Agreement and/or Sales Confirmation. Seller does not make and shall not be held liable for any other warranty, express or implied, including but not limited to, a warranty of merchantability or a warranty of fitness for a particular use or purpose, except as set forth in the preceding sentence.
11. **SELLERS LIABILITY.** (a) In the event of any breach of warranty or negligence of Seller with respect to the material to be delivered hereunder, Buyer's remedies and damages shall be limited to (i) requiring Seller, upon Buyer's return of the subject material, to replace such material at no additional cost to Buyer; (ii) or, in the event that no payment has been made by Buyer to Seller, to omit that shipment from the amount of the material Buyer is required to purchase hereunder. (b) In no event shall Seller's liability hereunder be greater than the value of the shipment in question. Seller shall not be liable for any other damages incurred by Buyer as a result thereof, including but not limited to attorney fees and costs, incidental damages, special damages, punitive damages, indirect damages, consequential damages, lost profits, or damages arising from claims of any other party against Buyer, and Buyer hereby assumes all risks and liabilities with respect to results obtained by the use of the materials whether used alone or in combination with other materials. Notwithstanding the foregoing, any claims made against the Seller or liabilities assigned to the Seller are limited to the Seller company, and no liability or damages shall be collected from or assigned to any individual shareholder, director, officer, employee, or representative of the Seller.
12. **INDEMNITY.** Buyer shall indemnify and save Seller, its officers, directors, agents, and employees, from and against any and all claims, demands, liabilities, damages, suits, actions or causes of action (including without limitation product liability actions), costs or expenses, including attorneys' fees and defense costs, resulting from personal injury, death or property damage ("Claims") to the extent caused by either (i) Buyer's negligence in the performance of this Agreement or substantially related to this Agreement; (ii) modification to the material made by Buyer; (iii) Buyer's non-negligent breach of any of the terms and conditions of this Agreement; or, (iv) Buyer's storage, transportation or use of the material after title to the material passes to Buyer. Buyer acknowledges that the material sold pursuant to this Agreement may be hazardous and that improper use, handling and storage may result in personal injury or death and/or damage or destruction to property. Buyer hereby certifies that it is acquiring the materials from Seller only for lawful purposes, and will operate in strict conformance with all applicable laws, rules, and regulations governing the transaction and/or the materials.

**13. COMMUNICATION BETWEEN PARTIES.** Correspondence between the parties may be by United States mail postage prepaid or by telefax, with a copy sent by United States mail. In some cases correspondence between the parties may occur via email correspondence, but may not be used to alter the terms and conditions of the Agreement without an express written consent of both parties to do so. Payment to be by one party to the other may be made by United States mail, postage prepaid, or by bank wire transfer. Notices by one party to the other shall be sent United States certified mail, postage prepaid, return receipt requested. Correspondence, payments and notices from one party to another shall be addressed as set forth in the Purchase Agreement and/or Sales Confirmation.

**14. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the materials being sold by Seller to Buyer as herein provided. Any prior agreements between the parties regarding the subject matter hereof is superseded by this Agreement. Each party acknowledges to the other that neither has made any representation or agreement which is not fully set forth herein. It is agreed and understood that any writing containing different terms and conditions than those stated herein shall not vary the terms of this Agreement without written consent of both parties hereto.

**15. ASSIGNMENT.** Buyer shall not have the right to transfer or assign its interest in this Agreement without prior written consent of Seller.

**16. APPLICABLE LAW.** This Agreement shall be governed and interpreted according to the laws of the United States, and the State of Washington, without regard to its conflict of law rules. Any and all disputes, controversies and claims arising out of or in connection with this Agreement shall be directed to the jurisdiction and venue of the State of Washington, King County, Seattle, and/or the United States District Court for the Western District of Washington.

**17. PATENTS.** Seller makes no representation or warranty against infringement of any patents due to the use of the materials by Buyer or its customers, or the combination of the materials with any other substance or the use of the material or combination of material in any process.

**18. NON-DISCLOSURE.** Buyer shall not disclose to any third party or use in materials purchased from any other party the terms and provisions of this Agreement, any proposals, quotes, customer or supplier names, or information received from Seller in negotiating this Agreement or in the performance hereunder. The aforesaid obligation shall survive the termination of this Agreement. The foregoing obligation shall not apply to any information or data which Buyer can show it possessed prior to disclosure by Seller, was or is available in the public domain, or, as subsequently provided to Buyer by another party having the right to possess and disclose the information or data.