

ARCO Silicone/Seller Terms and Conditions

Introduction

All goods are provided "as is" without any warranties including shelf-life. It is ultimately the customer's responsibility to determine if a product is suitable for a specific application.

1. Acceptance

Acceptance of Seller's proposal is expressly limited to assent to the terms stated in the order acknowledgment, unless both parties agree otherwise in writing. Prior to acceptance, Seller may withdraw or modify its offer.

2. Agreement

The agreement consists only of the terms in the quotation and order acknowledgment, plus any mutually agreed written additions or revisions. No verbal agreements or prior dealings are binding unless documented in writing and signed by Seller.

3. Modification and Termination

Contracts may be modified or terminated only with Seller's written consent. Termination may incur charges based on expenses and costs incurred, plus a reasonable profit. Goods completed before termination must be accepted and paid for in full.

4. Price Changes

Prices quoted by Seller are valid for 30 days. Prices may change for goods released after the order date to account for changes in Seller's costs. Freight quotes are estimates and may change at shipment.

5. Payment and Terms

Payment is required in advance unless otherwise stated in writing. Prices are F.O.B. Seller's shipping point. Payment terms may be amended based on periodic credit reviews.

6. Taxes

Sales, use, occupation, excise, and other applicable taxes are not included in the price and must be paid by the buyer unless a valid exemption certificate is provided.

7. Delivery

Delivery dates are estimates and may change. Lead time starts 24 hours after receipt of order and required documents. Seller shall not be liable for failure to perform its obligations under the contract resulting directly or indirectly from circumstances beyond

Seller's reasonable control. Claims for errors in quantity, weight, or number must be made within 10 days of receipt.

8. Risk of Loss

Risk of loss transfers to the buyer upon delivery to the carrier.

9. Limited Warranties & Disclaimer

Seller warrants goods will be as designated and free from defects in material and workmanship. **No other warranties, express or implied, including merchantability, fitness for critical systems, or suitability for medical, aerospace, or automotive use are provided. Products are not manufactured in a cleanroom or controlled environment and are not tested or guaranteed for biocompatibility, sterilization, flammability, outgassing, or other industry-specific safety or performance standards. Seller disclaims all liability for such use and strongly recommends that Buyer performs their own testing, validation, and regulatory due diligence before incorporating our products into any regulated or safety-sensitive system.** If goods are made to buyer's specifications, Seller does not warrant the adequacy or performance of those specifications. No warranties extend to goods subjected to misuses, neglect, accident, improper storage or improper use. Claims for defective goods must be made within 30 days of receipt.

10. Remedies and Limitations of Liability

If Seller breaches any obligation, it may request return of goods and refund the purchase price. No goods may be returned without written request. Seller is not liable for indirect, consequential, incidental, special, exemplary, punitive, or enhanced damages. Maximum liability is limited to the purchase price paid.

11. Indemnification

Buyer agrees to indemnify and hold Seller harmless from third-party claims, liabilities, or legal actions arising from infringement of any trademarks, patents, copyrights, or other intellectual property rights resulting from the use, manufacture, or sale of goods supplied under this contract, especially when buyer-supplied specifications are involved.

12. Tooling and Inserts

Buyer hereby grants to Seller a security interest in all tools, molds, dies and other property of Buyer which come into the possession of Seller, as security for all sums owing from Buyer to Seller from time to time. Buyer's tooling in Seller's possession is at buyer's risk. Seller may dispose of tooling after one year from the last production order. If tooling is

delivered to buyer, an engineering charge applies unless proprietary ideas/devices are involved.

13. Governing Law and Jurisdiction

The contract is governed by the laws of the State of Arkansas. Legal actions must be instituted in the United States District Court for the Western District of Arkansas or state courts in Garland County, Arkansas.

14. Assignment and Severability

Rights and obligations cannot be assigned or delegated without written consent. Invalid provisions are severed without affecting the remainder.

15. No Waiver and Merger

Failure to enforce any provision does not constitute a waiver. There are no agreements or promises not fully expressed in the contract.