

Purchase Orders Terms & Conditions

1. **Acceptance:** Seller by acceptance of this order or by supply of specified goods or services accepts all terms and conditions detailed herein. This order does not constitute an acceptance by StarchemUSA of an offer to sell by Seller. StarchemUSA does not accept any terms and conditions of sale of Seller including, without limitation, those attached to its acknowledgements, acceptance documents or invoice. Should the terms and conditions of any bid or quote document, contract or similar document issued by Seller contain language which conflicts in any way with the terms and conditions of this Purchase Order, the terms and conditions of this Purchase Order shall supersede and prevail over such contradictory documents. These terms and conditions shall apply to all purchases of product by StarchemUSA (collectively, "StarchemUSA")
2. **Delivery:** a) Delivery Schedule: Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet StarchemUSA's delivery schedule. Goods shipped to StarchemUSA in advance of schedule may be returned by StarchemUSA, at its sole option, to Seller at Seller's expense. b) Delays in Delivery: For all goods and services delivered hereunder, time shall be of the essence. If Seller is delayed in delivery of goods or services, Seller shall provide StarchemUSA written notification of the delivery delay and StarchemUSA at its option may cancel the order or accept Seller's revised delivery schedule. Accordingly, if StarchemUSA requires shipment of any of the items covered by this order by a method other than as originally specified in this order due to such delay, Seller shall reimburse StarchemUSA the amount, if any, which the cost of alternate transportation exceeds the cost of the method of transportation originally specified. c) Inspection: Notwithstanding any prior payment, all goods shall be subject to inspection and testing by StarchemUSA at reasonable times whether on StarchemUSA's premises or that of Seller and both before and after delivery. Seller may be required to demonstrate at Seller's expense to StarchemUSA's inspector's satisfaction that Seller has complied with the requirements of this order. d) No Substitutions: Unless StarchemUSA is notified in writing and agrees in writing to a substitution prior to shipment, Seller shall supply goods exactly as specified by StarchemUSA in its order. StarchemUSA shall have the right to return all out-of-specification goods at Seller's expense.
3. **Title & Risk of Loss:** Title to and risk of loss to goods shall pass to StarchemUSA upon receipt at StarchemUSA's location noted on a purchase order. Payment for goods shall not constitute full acceptance by StarchemUSA.
4. **Pricing:** Prices on invoices are to be in U.S. dollars as indicated on this order and exactly as quoted or acknowledged at the time of this order.
5. **Payment/Invoices:** a) Provided Seller has complied with all the terms and conditions in this order, StarchemUSA agrees to pay Seller, the amount specified in this order. Unless otherwise agreed to or directed by StarchemUSA, Seller agrees to render a separate invoice for each order or equivalent electronic transaction and to provide the original bill of lading with each shipment. b) The time for making payments shall be calculated from the date of invoice or the date on which satisfactory goods and required documents are delivered to the destination point, whichever is later, unless otherwise specified in this order. If an invoice is held or returned for correction, the time shall run from the date the corrected invoice is received by StarchemUSA.
6. **Customs Documentation:** Seller agrees to provide all information and documentation necessary for StarchemUSA to comply with all applicable laws and reporting obligations in the country/countries of importation and/or destination. In addition to the country of origin of goods imported or purchased domestically, Seller shall supply all necessary customs documentation and/or electronic transaction records to allow StarchemUSA to meet its customs related obligations and to obtain any preferential tariff and/or refund benefits, where applicable. Seller agrees to defend, indemnify and hold harmless StarchemUSA from and against any and all claims, demands, costs, losses, damages, liabilities (including legal fees) that may arise as a result of Seller's failure to comply with these requirements.
7. **Intellectual Property:** Seller represents and warrants that goods ordered hereby do not infringe any valid patent, trademark, copyright or other intellectual property right and, in consideration of this order, hereby agrees to defend, indemnify and hold harmless StarchemUSA from and against any and all claims, demands, costs, losses, damages, profits and liabilities (including legal fees) that may arise as a result of any claim of infringement arising out of the production, use and sale of goods sold hereunder.
8. **Warranties:** Seller represents and warrants that: (i) the goods are free and clear of all liens, interests, charges and encumbrances; (ii) Seller has good and marketable title to same, (iii) the goods meet specifications provided by StarchemUSA, (iv) the goods are fit for the particular purpose for which StarchemUSA intends to use the goods, and (v) the goods shall not infringe the rights of any third parties. Seller agrees to hold StarchemUSA harmless against any and all claims or demands pertaining to the goods. If any of the goods or materials are found at any time to be defective in workmanship, design or material, or otherwise not in conformity with StarchemUSA's specifications or other requirements of this order, StarchemUSA, in addition to any other rights which it may have upon contract, warranty or otherwise, shall have the right: (i) to reject and return such goods at Seller's expense and have such goods replaced with conforming product; or (ii) to obtain a refund for any goods rejected and returned to Seller. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of StarchemUSA in accepting or performing this order, shall be null, void and ineffective without StarchemUSA's written consent and shall not be binding or applicable to this order. UNDER NO CIRCUMSTANCES SHALL STARCHEMUSA OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, PENALTIES OR BUSINESS INTERRUPTION.
9. **Indemnification:** To the fullest extent permitted by law, Seller agrees to defend, indemnify and hold StarchemUSA, its officers, directors, affiliates, representatives, agents and employees, harmless from any and all charges, claims, actions, damages, losses, expense, costs, including, but not limited to legal fees, by any party or person arising out of personal injuries, illness or death, or injury to or destruction of property including loss of use resulting from, or in any way connected with: (i) the production, packaging, loading and unloading, handling and transportation of the goods until such time as the goods are accepted by StarchemUSA, or (ii) Seller's performance or non-performance of this order. Seller's duty of indemnification shall survive the termination of these terms and conditions or the cessation of business transactions between StarchemUSA and Seller.
10. **Termination:** StarchemUSA may terminate this order at any time at its sole discretion without necessity of justification or cause at any time upon written, facsimile or electronic notice to Seller prior to shipment.
11. **Set-Off:** StarchemUSA shall have the right to set off any amount owed by Seller to StarchemUSA against any amount payable at any time by StarchemUSA in connection with this order. Upon default of Seller, StarchemUSA may set off and apply against Seller's liability hereunder any amounts outstanding and otherwise payable by StarchemUSA to Seller whether under contract or otherwise.
12. **Compliance with Applicable Laws:** Seller covenants and warrants that it shall obtain any necessary or required approvals, permits or licences and that all items and services provided or performed pursuant to this order shall be in full and strict compliance with all applicable federal, provincial, state and local laws, codes, ordinances, orders, rules and regulations ("Applicable Laws"). Seller further agrees, at its expense, to defend and indemnify StarchemUSA against any and all claims, demands, causes of action, losses, damages or expenses, including court costs and legal fees, arising out of any violation by Seller of any Applicable Laws.
13. **Chemical Substance Identification:** By acceptance of this order, Seller certifies that any chemical substances furnished pursuant to this order have been properly labeled and that proper information on the substances, such as material data safety sheets have been provided to StarchemUSA pursuant to all Applicable Laws.
14. **General:** a) Assignment: This order is not assignable by Seller in whole or in part, except with the prior written consent of StarchemUSA. b) Severability: Should any provision of this order be found invalid or unenforceable by law, it shall cease to operate and be considered severed from this order and all remaining provisions shall continue to be valid and binding upon the parties. c) Governing Law: This order and its execution, performance, interpretation, construction and enforcement shall be governed by the laws of the State of Florida, without regard to its conflicts of law rules. Notwithstanding the foregoing, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods, or any amendments thereto, shall not apply to this order. d) Successors and Assigns: This order shall ensure to the benefit of, and be binding on the parties and their respective successors and permitted assigns. e) Waiver: The waiver by StarchemUSA of any term, condition or provision herein shall not be construed to be a waiver of any other term, condition or provision thereof nor shall any such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision, nor shall it be deemed a waiver of any provision of any subsequent order. f) Entire Agreement: This order contains the entire understanding between the parties concerning this order. It shall supersede all prior written or oral agreements with respect to the same subject matter between the parties, and shall not be modified except by instrument in writing signed by both parties. g) Confidentiality: Except as may be agreed to in writing by the affected party, or as may be necessary to perform obligations herein, StarchemUSA and Seller shall maintain in confidence all information disclosed in connection with this order.