1. ENTIRE AGREEMENT

The terms of this document constitute the entire understanding between the parties and supersede all prior oral or written agreements, understandings, negotiations, and communications relating to the subject matter hereof. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

2. ACCEPTANCE

Acceptance of this Agreement by Buyer includes the acceptance of the terms and conditions hereof. Buyer's acceptance of any proposal, quotation, order, acceptance, delivery, purchase order, or any similar document without protest or objection constitutes Buyer's acceptance of the terms and conditions hereof, and Buyer hereby acknowledges that all terms and conditions hereof are hereby accepted by Buyer.

3. PRICES QUOTED

Prices quoted are exclusive of all city, state, and federal taxes, consular fees, customs duties or other charges. Payment of such costs shall be the sole responsibility of Buyer. Buyer shall pay all taxes, duties, fees, and other charges assessed in connection with the sale of the Goods. All prices are subject to change at the discretion of SealBoss Corp. without notice.

4. TAXES

Buyer shall pay all taxes, duties, fees, and other charges assessed in connection with the sale of the Goods. All prices are subject to change at the discretion of SealBoss Corp. without notice.

5. SHIPPING

Shipment of the Goods shall be made F.O.B. at the specified location. Risk of loss shall pass to the Buyer upon delivery of the Goods to the carrier. If there is any evidence of damage or loss to the Goods, Buyer should file a claim with the carrier in a timely manner.

6. BACK ORDERS

SealBoss Corp. reserves the right to ship less than the quantity of any item or items ordered by Buyer, and may cancel or back order the balance of the order without prior notice to or authorization from Buyer.

7. WARRANTIES

SealBoss Corp. warrants the Goods sold and delivered hereunder to conform to the description on the invoice attached. Such warranty is given in lieu of, and excludes all other warranties, expressed or implied, by operation of law or otherwise, including any warranty that the Goods are fit for Buyer's particular purposes. There are no warranties which extend beyond the description hereof.

8. BUYER'S REMEDIES

Buyer must notify SealBoss Corp. of any breach of warranty. SealBoss Corp. must be given an opportunity to inspect and test the Goods to determine if a breach of warranty has occurred. If SealBoss Corp. determines that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation. Upon SealBoss Corp.'s determination that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation. Upon SealBoss Corp.'s determination that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation. Upon SealBoss Corp.'s determination that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation. Upon SealBoss Corp.'s determination that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation. Upon SealBoss Corp.'s determination that a breach has occurred, SealBoss Corp. will at its option, repair, replace, or refund the purchase price of the Goods. Buyer must cooperate in any investigation.

9. LIMITATION OF LIABILITY

SealBoss Corp. shall not be liable for any breach of warranty unless written notice is received by SealBoss Corp. within five (5) days of Buyer's receipt of the Goods. SealBoss Corp. shall not be liable in any event for costs, loss of profits, or incidental or consequential damages regardless of the method, default, or delay of performance by SealBoss Corp. under this contract.

10. CANCELLATION

Buyer may cancel its order following submittal of signed & authorized purchase order.

11. FORCE MAJEURE

SealBoss Corp. shall not be liable for any delay in fulfillment of or failure to fulfill this order for any cause not reasonably within the control of SealBoss Corp. including without limitation any allocation program in effect by any government department or agency, cooperation with any government authority, fires, acts of God, accidents to machinery or equipment, failure of machinery or equipment, however caused, failure of delivery of materials from normal sources, strikes, lockouts or other labor troubles. In the event of SealBoss Corp.'s inability to fulfill or delay in fulfilling this order by reason of any such cause, SealBoss Corp. may cancel this order in whole or in part or delay performance hereunder for such reasonable period as may be necessary to permit SealBoss Corp. to fulfill this order.

12. NON-WAIVER

No waiver by SealBoss Corp. of any provision of this Agreement shall be deemed a waiver of such provision or any other provision at any other time.

13. INABILITY TO FULFILL OR DELAY IN FULFILLING THIS ORDER BY REASON OF ANY COOPERATION WITH ANY GOVERNMENT AUTHORITY, FIRES, ACTS OF GOD, ACCIDENTS EFFECT PURSUANT TO GOVERNMENT DIRECTION OR REQUEST OR INSTITUTED IN ORDER SEALBOSS (INCLUDING WITHOUT LIMITATION ANY ALLOCATION PROGRAM IN ORDER) UNLESS BUYER HAS OBTAINED PRIOR CREDIT APPROVAL FROM SEALBOSS. A RESTOCKING FEE WILL BE CHARGED FOR ALL RETURNS.

14. SELLER'S PATENT DISCLAIMER

SealBoss Corp. hereby disclaims all warranties of any nature whatsoever, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose in connection with use of, or reliance on, the information contained herein or the use of the Goods or any part thereof, and neither SealBoss Corp. nor any other party shall be liable for any damage, direct, indirect, special, incidental, or consequential damages resulting from the use of the information contained herein or the use of the Goods or any part thereof.

15. BUYER'S REMEDIES

In the event of a breach of warranty, Buyer shall have the right to reject the Goods and return them to SealBoss Corp. at Buyer's expense. Buyer may also have the right to substitute or repair the Goods at Buyer's expense. Buyer may also have the right to substitute or repair the Goods at Buyer's expense.

16. LIMITATION OF ACTIONS AND VENUE

Any action against SealBoss arising out of or relating to this contract or the breach thereof must be brought within four months of the accrual of the cause of action and must be brought within the county or judicial district where SealBoss has its principal place of business. At the time the action is brought, Buyer shall provide SealBoss with written notice of the action and the amount of any damages claimed.

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