acceptance — epoxy expressly limits its acknowledgment and acceptance of the purchase order to the terms set forth in the face and reverse side of this invoice agreement (herein “terms of sale”) and those terms and conditions contained in the purchase order which is attached to this invoice. all terms and conditions that are inconsistent with or in any way conflict with the terms and conditions of the purchase order are hereby rejected and superseded by the terms of sale. failure of epoxy to object to specific provisions of the purchase order or the invoice agreement shall not be evidence of its acceptance of any terms or conditions thereby incorporated into the purchase order or the invoice agreement. epoxy expressly conditions its acceptance of the purchase order on the adoption by buyer of the terms of sale. failure of epoxy to object to the purchase order in writing and supersede terms and conditions of purchase order shall result in only this agreement and the invoice agreement being the terms of sale.

9. shipping and taxes — the goods and any all replacement batches are shipped f.o.b. billericia, massachusetts and buyer assumes all risk of loss or damage in transit.

any taxes arising from the sale and delivery of the goods, however designated or levied on or based upon the purchase price of the goods or on any of the goods supplied, including without limitation state and local sales, use or excise taxes and any other amounts levied therein paid or payable by epoxy in respect of the exclusive felony, however, on better than stated amounts, upon invoices to which the goods are charged or delivered, shall be reimbursable to epoxy if epoxy is paid already paid, buyer shall hereby hold the goods liable for payment of liability to epoxy or any other governmental or other body imposed upon the goods.

10. delivery — epoxy shall use reasonable efforts to make timely delivery of the goods, but shall not be excused from any delays arising from causes beyond its control including, but not limited to, labor disputes, strikes, lockouts, riots, civil commotions, acts of God, public authorities, transportation problems, force majeure, war, hostilities, control or actions of any governmental body, taxes and duties, or other reasons of any kind. epoxy shall not be liable for any delay in delivery of goods or any loss or damage incurred while in the possession of buyer upon receipt of goods by buyer. in the event of its inability to ship the goods, epoxy may defer delivery or cancel the sale of the goods if request for such deferral or cancellation is received by epoxy within twenty days of request. all amounts paid or credited to epoxy shall be refunded to buyer upon delivery of the goods or upon receipt of written request for such refund.

11. warranties — epoxy shall make full warranty to the goods in respect of the goods for ninety (90) days from the date of invoice. upon claim for replacement, epoxy shall promptly inspect the goods and replace the defective or failed portion of the goods, if and only if epoxy in its sole discretion determines that the failure or defect is caused by any of epoxy’s negligence or failure to observe or adhere to any of the terms of this invoice agreement. upon acceptance of a replacement or rework of the goods by buyer, the replaced or reworked portion of the goods shall become the property of the buyer unless so provided herein or unless otherwise agreed in writing by epoxy and buyer. epoxy disclaims all liability for any delay in the processing of any claim for replacement or rework of the goods.

12. damages and conditions — epoxy shall not need to calculate and comply with any and all instructions, directions, orders, warrants and recommendations concerning the use, application, storage, handling, and disposal of the goods and epoxy shall not be liable for any property, equipment, good, merchandise, inventory, profits, goodwill, or reputation (whether or not epoxy is responsible for the same). epoxy reserva all rights in and to the goods and goods and the property and equipment entered into the goods and the goods and goods and the property and equipment are anything whatsoever in any way due or owing to the goods and epoxy shall have the right to continue using the goods in its business and to use such goods in any manner whatsoever in its sole discretion unless otherwise restricted by law.

warranties — the goods are used in normal, careful and reasonable manner by buyer in strict adherence to the instructions, directions, orders, warrants and recommendations concerning the use, application, storage, handling, and disposal of the goods and epoxy shall not be liable for any property, equipment, good, merchandise, inventory, profits, goodwill, or reputation (whether or not epoxy is responsible for the same). epoxy reserva all rights in and to the goods and goods and the property and equipment entered into the goods and the goods and the property and equipment are anything whatsoever in any way due or owing to the goods and epoxy shall have the right to continue using the goods in its business and to use such goods in any manner whatsoever in its sole discretion unless otherwise restricted by law.

13. limitations and exclusions of rights — epoxy strictly limits its acknowledgment and acceptance of the terms of sale, which may be, or may result from any of the parties, to the terms and conditions of the purchase order which is attached to this invoice agreement; and those terms and conditions contained in this invoice agreement. any provision of any document referring to other rights is void and without effect unless in writing and signed by an authorized officer or manager of epoxy. if epoxy imposes any additional or different rights in writing, and signed by an authorized officer or manager of epoxy, then epoxy shall be bound by such provision.

14. binding effect — all provisions of the contract between buyer and epoxy with respect to the purchase and sale of the goods are subject to and shall be governed by the laws of the state of massachusetts. any transaction or proceeding shall be subject to the state and federal court’s jurisdiction in billericia, massachusetts.

15. no modification or alteration — this invoice agreement and the purchase order are intended to be the entire agreement and representation between the parties and all prior agreements, understandings, negotiations and discussions are hereby merged and replaced by this invoice agreement and the purchase order. all prior agreements, understandings, negotiations and discussions are hereby merged and replaced by this invoice agreement and the purchase order.

16. severability — in the event that any term or condition of this invoice agreement is declared illegal or unenforceable by any court of competent jurisdiction, all other terms and conditions shall continue in full force and effect to the fullest extent permitted by law.

17. enforceability of agreement — the purchase order and any addenda thereto are hereby acknowledged and accepted by epoxy as a binding contract and are binding on all parties.

18. terms and conditions apply to epoxy tech and all its subsidiaries.

Above Terms and Conditions apply to Epoxy Tech and all its subsidiaries.