

**Contract Terms** – These terms and conditions of sale constitute the agreement between the parties, to the extent not prohibited by applicable law. Acceptance of Buyer’s order and all sales by Wolverine Coatings Corporation (WCC) are expressly conditioned on these terms. Buyer’s acceptance of products is agreement to these terms. WCC hereby rejects all terms and conditions of Buyer. Modifications, including any terms and conditions in Buyer’s purchase order are not binding on WCC unless WCC agrees to the modifications in writing.

**Errors** - WCC reserves the right to correct all typographical and clerical errors in any WCC quotation, proposal, acknowledgment, or invoice. WCC reserves the right to revise or otherwise modify these Terms and Conditions from time to time. If revised, the revised Terms and Conditions will be posted on the website, [www.wolverinecoatings.com] and will thereafter be immediately effective for purchase orders accepted thereafter.

**Payment Terms** - Standard payment terms are PIA (Payment in Advance) unless specified otherwise. When credit is granted payment terms are either net 10 or net 30 from the requested ship date, unless specified otherwise. WCC shall have the right, in its sole discretion, to require payment before shipment in the event that it determines that Buyer is delinquent in payment or will exceed credit limit. Overdue accounts shall bear simple interest at the rate of 1.5% per month (18% per annum) from the date of the invoice. Buyer shall pay all costs of collection of money due WCC, including attorney fees. Goods exported from the USA will always require payment upon order.

**Installation** - Wolverine Coatings Corporation is not an installer and therefore does NOT warrant or guarantee or take responsibility for:

1. The work of any person or company installing its goods;
2. Failure of the product due to an installer not following the published “good painting practices” (SSPC) and any WCC specifications, TDS, TIB, TDD or other published literature from WCC;
3. Failure of the product due to inaccurate or incomplete information about the project or conditions given to any specifier;
4. Failure of the product due to improper design by the engineer or architect;
5. Failure of the product due to misuse, abuse, alteration, improper storage or handling, or not using or cleaning the product in the manner in which it was intended and in accordance with instructions provided by WCC;
6. Bond failure of the product caused by deficiencies in the substrate including, but not limited to, the presence of ionic compounds or soluble salts, alkali silicate reaction, alkali aggregate reaction, shale-pop, and other expansive reactions of aggregates and reinforcements.

**Indemnification** - BUYER ASSUMES ALL RISKS AND AGREES TO INDEMNIFY AND HOLD WCC HARMLESS AGAINST ALL CLAIMS AND LIABILITY (INCLUDING LIABILITY BASED ON A CLAIM THAT WCC IS NEGLIGENT OR STRICTLY LIABLE) ARISING AS A RESULT OF USE OR POSSESSION OF THE GOODS SUPPLIED UNDER THE TERMS OF THIS CONTRACT. Any advice furnished by WCC, as to any use of the goods by Buyer, is offered “as is” without warranty of any kind, is gratuitous and shall not affect the limitations on WCC's warranties or Buyer's agreement to indemnify. Buyer acknowledges that this Agreement is for the purchase of goods, not services, and that WCC shall therefore have no liability to Buyer for any harm or

loss caused by advice received by Buyer from any of WCC's agents or employees. If a claim is brought against WCC by an agent or employee of Buyer, Buyer agrees to defend, indemnify and hold WCC harmless from and against any and all liability, loss, damages, and expense relating to the claim.

Force Majeure - Neither party shall be liable to the other party or any other person for any failure or delay in the performance of any obligation hereunder, except for payment obligations, due directly or indirectly to events beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, terrorism, wars, riots and public disorders, epidemics, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdowns, stoppages or delays, shortages, embargoes or failure or delay of energy, materials, decoration, art work, printing plates, supplies or equipment, transportation embargoes or delays, Acts of God, breakdowns in machinery or equipment, acts or regulations or priorities of federal, state, provincial, or local governments or branches or agencies thereof, and government contracts or shipments to fulfill government contracts.

Limitation of Liability - a. YOUR USE OF THIS WEBSITE AND ANY PRODUCT PURCHASED THROUGH THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. EXCEPT WITH RESPECT TO CLAIMS BASED ON PERSONAL INJURIES, IN NO EVENT SHALL WCC BE LIABLE TO YOU, OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU, FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, PENALTIES OR DEMURRAGE, WHETHER OR NOT BASED UPON WCC NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF WCC IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPT WITH RESPECT TO CLAIMS BASED ON PERSONAL INJURIES, WCC SOLE LIABILITY, AND THE EXCLUSIVE REMEDY THAT YOU OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU WILL HAVE, FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THE PRODUCTS AND/OR THE USE OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO, THE RECOMMENDATION, PURCHASE, TRANSPORTATION, STORAGE, HANDLING, OR USE OF THE PRODUCTS, IS EXPRESSLY LIMITED TO, AT WCC' OPTION, REPLACEMENT OF THE DEFECTIVE PRODUCTS OR A REFUND OF THE PURCHASE PRICE THEREOF.

c. IF YOU RESIDE IN A STATE OR TERRITORY OTHER THAN SOUTH CAROLINA, YOUR STATE OR TERRITORY MAY NOT ENFORCE ALL OF THESE LIMITATIONS, AND ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY.

INDEMNIFICATION. After you pick up a Product from WCC or otherwise accept delivery of a Product, you shall be solely responsible for the proper transportation, handling, exportation, storage, processing, alteration, use, application, and/or disposal of such Product. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold WCC harmless from and against any and all actual, alleged, or threatened claims, liabilities, and costs and expenses (including attorneys' fees) arising out of or resulting from (a) any transportation, handling, exportation, storage, processing, alteration, use, application and/or disposal of a Product by your and/or your applicator; and (b) any actual or alleged breach by you of, or any inaccuracy in, any representation, warranty, covenant or undertaking made by you in these Terms & Conditions.

COMPLIANCE WITH LAWS. Buyer agrees to comply with all applicable laws, rules and regulations, including, without limitation, all, laws, rules and regulations in any way relating to your purchase, ownership, transportation, receipt, handling, storage, processing, alteration, use, application, and disposal of the Products once the Products have been picked up by you or you have otherwise accepted delivery of the Products.

## RESPONSIBLE PRACTICES.

a. Buyer acknowledges that WCC has made available on its website product literature and information including Safety Data Sheets (SDS) that include any product ingredient hazardous composition, health, safety, fire and environmental hazards and warnings, first aid and accidental spill measures, handling, storage, protection and exposure guidelines related to the Products available for purchase. In addition, other documents such as Technical Data Sheets (SDS), Technical Information Bulletins (TIB), Technical Detail Drawings (TDD), and video material are available at [wolverinecoatings.com](http://wolverinecoatings.com). You may find specific information for each product by using the search tool on the WCC website.

b. Buyer agrees (i) to receive this information in electronic form and to familiarize yourself with all such information; (ii) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Products, including, without limitation, special care and practices relating to your use of the Products; (iii) instruct your employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the Products (including, without limitation, information contained in WCC most current Safety Data Sheets or Product Data Sheets); and (iv) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. In the event the Products are intended for professional use only, you represent and warrant to WCC that you are a professional user experienced and knowledgeable regarding how to properly and safely handle, store, dispose of, and use such Products.

**APPLICABLE LAW.** WCC and Buyer agree that these Terms & Conditions constitute a written agreement under applicable law. These Terms & Conditions shall be governed by the laws of the State of South Carolina, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

**GENERAL TERMS.** You may not assign any rights or delegate any obligations under these Terms & Conditions without WCC prior written consent. Any assignment or delegation, or attempted assignment or delegation, in contravention of the foregoing shall be null and void. WCC may assign or delegate any of its rights or obligations hereunder. If any provision of these Terms & Conditions is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of these Terms & Conditions is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with law and public policy. If the Products purchased by you are to be used in the performance of a government contract or subcontract, no government requirements or regulations will be binding on WCC unless specifically agreed to by our authorized representative in writing. The failure of WCC to enforce any of the provisions of these Terms & Conditions will not be construed to be a waiver of any provisions hereunder nor will any such failure prejudice the right of WCC to take any action in the future. Any waiver must be made in writing and signed by an authorized representative of WCC. These Terms & Conditions do not and are not intended to confer any rights or remedies upon any person other than you. In the event that these Terms & Conditions are translated into any language other than English, if any conflict exists between the original and the translation, the English language version will govern and control.

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