

CONTRACT CONFIRMATION



BUYER: _____
Address: _____
City: _____
State: _____

SELLER: _____
Address: _____
City: _____
State: _____

Contract No: _____
Date: _____

Product	Quantity	Price Per Unit / Unit of Measure	Total Price	Delivery Period	Delivery Location	Payment Due Date	Price Point- FOB Location	Pre-Payment Yes/No & \$	Buyer's Initials
TOTALS									

This Contract Confirmation follows our agreement with respect to the above items and formalizes our binding Contract for the purchase of the Product described above by the Buyer and Seller, on the terms and conditions set forth herein. The Additional Terms and Conditions, stated on the reverse side of this Contract Confirmation, are also part of the parties' Contract.

1. **Objection.** Read this document carefully and immediately notify the sender in writing of any disagreement with any stated term. Failure to immediately notify the sender of this Contract Confirmation of any inaccuracies constitutes your confirmation that the terms and conditions set forth herein are acceptable.
2. **Additional Terms.** No term or condition of this Contract may be altered or superseded without written consent from both parties. Seller hereby objects to the inclusion of any terms that are different from or in addition to the terms of this Contract Confirmation.
3. **Cancellation.** This Contract is non-cancelable without approval from both parties. Product rollover may be requested by Buyer, but approval is at Seller's discretion. Storage fees shall be at Seller's standard rates.
4. **Fixed Quantity.** This Contract confirms a fixed quantity amount. Any product ordered in excess of the fixed quantity will be priced at Seller's market price at the time of delivery.
5. **Price Exclusions.** Total price does not include taxes, fees, surcharges, or application costs.
6. **Refusal of Delivery.** Buyer understands and acknowledges that Seller, in reliance on this Contract, has or will obligate itself to purchase Products to be available for delivery on the date(s) requested by Buyer. In the event any quantity of Product covered under this Contract cannot be delivered during the specified delivery period as a result of the Buyer's refusal to take delivery, Seller may treat Buyer's refusal as a breach and will be entitled to remedies outlined hereunder.
7. **Merchants.** Both parties represent and warrant they are merchants as that term is defined by the Uniform Commercial Code.
8. **Waiver.** The waiver of any of the terms of this Contract by either party will not be a waiver of any subsequent failure to comply fully with or perform the same or any other term of this Contract. Additional Terms and Conditions are on Reverse Side.

Buyer's signature: _____

Seller's signature: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS

9. **Payment.** Full payment must be received from Buyer by the agreed-upon payment date. If a final payment date is not identified payment shall be made according to the terms of the Seller's standard terms, which will be provided on request. All payments shall be made in U.S. Dollars. In the event of nonpayment Buyer agrees to pay any and all costs of collection, including but not limited to reasonable attorney fees, court costs and other associated expenses.
10. **Acceptance.** Buyer's receipt of any Product delivered hereunder shall be an unqualified acceptance of, and waiver by Buyer of any and all claims with respect to, such Product unless Buyer gives Seller notice of claim within ten (10) days after such receipt. Notice by Buyer under this provision is only effective if written objection is received by Seller's officer or manager at Seller's address set forth in the Contract within the time provided by this provision. Seller shall not be responsible for any claims which are not made in accordance with the provisions of this section. All Products claimed as nonconforming for whatever reason shall be properly protected and held intact by Buyer until settlement is made. All returned Product requires Seller's prior written authorization and is subject to a ____ restocking fee. Seller reserves the right to reject unconditionally any unauthorized return of Product. Buyer assumes all risk and liability from the results obtained by the use of any Product delivered hereunder, or in manufacturing processes of Buyer or in combination with other substances.
11. **Arbitration.** Any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled in accordance with the arbitration rules of a private arbitration firm doing business in _____ and reasonably agreed to by the parties. The decision and award determined through such arbitration shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. If, for whatever reason, the arbitration rules are determined to be unenforceable by a court of competent jurisdiction, this Contract shall be governed and construed in accordance with the laws of the State of _____. Jurisdiction for any court proceedings arising out of, or related to, this Contract shall lie exclusively in the courts of _____ County, _____. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Should litigation arise, the prevailing party is entitled to recover all costs of collection, including reasonable attorney's fees and costs.
12. **Force Majeure.** Neither party shall be liable for delay in its performance when such delay is due to unforeseen causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, governmental action, fires, floods, earthquakes, epidemics, quarantine restrictions, labor difficulties, freight embargoes, plant breakdowns, or transportation shortages. Should any of the foregoing occur, at the aggrieved party's option and upon notice to the other party, the aggrieved party's performance may be extended for a time equivalent to the delay. Nothing in this provision shall excuse Buyer from its obligation to make timely payment hereunder.
13. **Assignment.** This Contract cannot be assigned without the express written consent of both parties. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
14. **DISCLAIMER OF WARRANTIES. SELLER MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT EXTEND BEYOND ANY WRITTEN LIMITED WARRANTIES WHICH ACCOMPANY THE PRODUCT PURCHASED HEREUNDER. WITHOUT LIMITING THE PRECEDING, SELLER EXPLICITLY DISCLAIMS ALL WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND TO BUYER, EITHER EXPRESS OR IMPLIED, OR BY USAGE OR TRADE, STATUTORY OR OTHERWISE, WITH REGARD TO THE PRODUCT SOLD, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE AND ELIGIBILITY OF THE PRODUCT FOR ANY PARTICULAR TRADE USAGE.**
15. **DAMAGES LIMITATION & INDEMNIFICATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ANY CLAIM HEREUNDER, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR ANY RELATED ENGAGEMENT LETTER OR OTHER WRITING, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE.**
16. **Interest.** In the event of a breach of this Contract, the breaching party shall pay interest on any amount owing to the non-breaching party by reason of the breach, until paid, at the rate of ____% per month (or, if less, the highest rate permitted by applicable law).
17. **Solvency.** Both parties represent that they are not insolvent, as that term is defined in the Uniform Commercial Code. If either party's financial condition is unsatisfactory to the other party, the complaining party may suspend its performance until it receives reasonable adequate assurance that the other party is able to fully perform under this Contract.
18. **Assistance.** At Buyer's request, Seller may furnish such technical assistance and information as it has available with respect to the use of the Products delivered hereunder. Unless Seller otherwise agrees in writing all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
19. **Conditions Affecting Seller.** All orders or contracts are accepted with the understanding that they are subject to the Seller's ability to obtain the necessary materials or products, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacture / distribution schedules, government regulations, orders, directives, and restrictions that may be in effect from time to time.
20. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof as of the date hereof and supersede all previous understandings, representations, proposals, and discussions, whether oral or written, between the parties concerning the subject matter hereof. All rights of the parties hereunder are separate and cumulative and not one of them, whether or not exercised shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which either party may have.