



TERMS & CONDITIONS OF SALE

The sale of any products by SLIDECARE, LLC and/or SLIDERENU[®] hereinafter referred to as SLIDECARE, LLC, to Buyer, is expressly conditioned upon the terms and conditions set forth below. Any order, statement of intent, or direction to proceed with purchase of SLIDECARE, LLC products shall constitute assent to said terms and conditions. Any additional or different terms of conditions set forth in any communication from the Buyer are hereby objected to and shall not be effective or binding unless assented to in writing by an authorized representative of SLIDECARE, LLC.

GENERAL

All prices, terms and conditions covered in the price list are subject to change without notice. SLIDECARE, LLC reserves the right to select its customers and to accept or refuse any order for any reason. Any tax, customs, import or export duties, or any other governmental charge on the production, sale or shipment of the products listed in the price list or upon the materials from which they are produced shall be added to the prices and the sole responsibility of the Buyer. It is Buyer's responsibility to determine the suitability of the products for their intended use.

FORCE MAJEURE

In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, act of governmental authority, acts of God, or other contingencies beyond the reasonable control of the parties, which interfere with the production, supply, transportation, or consumption practice of the party at the time respecting the good covered by this contract, or in the event of inability to obtain raw material (including energy source) used in connection therewith on terms deemed by SLIDECARE, LLC to be practicable, quantities so affected shall be eliminated from the contract without liability, but the contract shall otherwise remain unaffected. SLIDECARE, LLC may, during any period of shortage due to any of said causes, allocate its supply of such goods among such various users thereof in any manner which it deems fair and reasonable.

TERMS

Payment terms for products in the price list, unless otherwise noted, are PREPAID PRIOR TO SHIPMENT. Credit may be extended to the Buyer by SLIDECARE, LLC and under terms solely established by SLIDECARE, LLC. All shipments are ex-works factory or distribution point, unless otherwise specifically noted.

TITLE AND RISK OF LOSS

Title and risk of loss shall pass from SLIDECARE, LLC to Buyer at the time the products are placed on board a transport vehicle at the point of manufacture or SLIDECARE, LLC distribution point.

RETURNED GOODS

No goods may be returned for any reason without SLIDECARE, LLC's written permission. Amount of credit, if any, given for materials returned is subject to a 20% restocking charge. All returns must be shipped prepaid by the Buyer.

SHORTAGES AND CLAIMS

Shortages or errors in packing or invoicing must be reported by the Buyer, its agents or authorized third parties within forty-eight (48) hours upon receipt of goods to enable proper checking and adjustment. All claims for losses and damage enroute must be filed by the Buyer with the carrier. Buyer must notify a proper official of the transportation company to inspect all instances of concealed damage, shortages and goods received in damaged conditions, and obtain their notation on the freight bill to avoid inconveniences and the making of affidavits at a later date. Buyer agrees to inspect all incoming deliveries prior to use or resale and to notify SLIDECARE, LLC immediately of any irregularities.

LIMITATION OF LIABILITY

SLIDECARE, LLC shall not be responsible, obligated or liable for any applications or use of or to which products delivered hereunder may be put either singly or in combination with other products or ingredients or the acts of the employees or agents of Buyer or other third parties.

SlideCare, LLC

• 3428 Napa Boulevard Suite 1971, Avon, Ohio 44011 • Tel: 440.781.0051 • Fax: 440.937.8414

www.sliderenu.com

SLIDECARE, LLC'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES AND DAMAGES INCLUDING SLIDECARE, LLC'S NEGLIGENCE SHALL IN NO EVENT EXCEED THE INVOICE VALUE OF THE PRODUCTS, OR AT SLIDECARE, LLC'S ELECTION, REPLACEMENT OF THE PRODUCTS, WHICH ARE WARRANTED ONLY TO CONFORM TO FORMULA OR SAMPLE. SLIDECARE, LLC HEREBY EXPRESSLY EXCLUDES ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SLIDECARE, LLC SHALL NOT BE LIABLE FOR ANY GENERAL, SPECIAL, COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND SLIDECARE, LLC DISCLAIMS ALL LIABILITY FOR NEGLIGENCE AND STRICT PRODUCTS LIABILITY, WHETHER UNDER RESTATEMENT OF TORTS, OR UNDER THE COMMON LAW.

LIMITATION OF ACTIONS

In accordance with the Uniform Commercial Code, the applicable Statute of Limitations is reduced from four (4) years to one (1) year. Buyer must commence any action arising out of this contract of sale within one (1) year after tender of delivery is made.

SHIPMENTS

Buyer shall issue purchase orders giving SLIDECARE, LLC at least thirty (30) days lead time for shipments of any products, specifying quantity and grade(s) required, place of delivery and desired delivery dates.

SALE/EXPORT

Buyer shall not sell products outside the country in which Buyer is located or where products are shipped and shall not assist in or be a party to the export or re-export of products from said country. Any inquiries or orders for products for sale or export outside said country shall be referred to SLIDECARE, LLC by Buyer. Buyer agrees not to sell re-sell or transfer products within or to the United States or within or to any of the United States' territories or possessions, unless specifically approved in writing by the President of SLIDECARE, LLC or his designee.

APPLICABLE LAW

This agreement shall be deemed to have been made and executed in the State of Ohio, United States of America, and its form, execution, validity, construction and effect, as well as performance hereunder, shall be determined in accordance with the laws of the State of Ohio. The parties agree to opt out of the United Nations Convention on the Contract for the International Sale of Goods, if such is applicable to the transactions between the parties.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration at Cleveland, Ohio, under the substantive and procedural laws of the State of Ohio, in accordance with the Commercial Arbitration rules of the American Arbitration Association, then obtaining, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

EFFECTIVE DATE:

1 January 2010

PREPARED BY:

George M. Fischer
President - SlideCare, LLC

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