

Fiber Bond Terms and Conditions

Subject To Provisions On Reverse Side Of Order Acknowledgements And Invoices

Pricing & Order Placement

1. All catalog product prices reflect list prices (unless otherwise noted).
2. Prices are subject to change without notice. Prices at time of shipment will apply.
3. Payment terms are net 30-days. Accounts having an unpaid invoice 15-days past due will be placed on hold and shipments of future orders held until account is made current. Remit payments to: Fiber Bond Corporation, 110 Menke Road, Michigan City, Indiana 46360.
4. Minimum order is \$1,000.00 list.
5. Email orders are welcome at: customer.service@fiberbond.net; or fax orders to: (219) 874-7502. Orders received after 2 p.m. (cst) will be processed the next business day.
6. Large volume orders may require additional lead time. Please check with Customer Service for lead times if ordering more than 75-cartons/bags of a specific 3-working days item.
7. Published lead times are typical. Shipment dates may vary due to production scheduling and product demand.
8. When fill items are needed to complete a truckload, bulk media in 20", 25" or 92" widths will be used if available.
9. Published product weights reflect average/estimated weight.

Packaging

1. Custom items are packaged at factory discretion.
2. All products are sold in full bag/carton quantities, unless specified otherwise. Broken carton fee of \$3.00 net will be waived on orders that exceed \$2,500.00 net.
3. Vacuum-packing is available. Vacuum packed media meet all Fiber Bond quality specifications regarding thickness, width and roll length at time of packaging. Due to varying temperatures and length of time vacuum packed, Fiber Bond is not responsible for variations of dimensions due to compression.
4. Palletized/shrink-wrapped shipments are available at an additional net charge of \$12.50/pallet.

Order Cancellation

1. Orders cannot be cancelled after manufacturing is complete.
2. In the event of cancellation of an order that required the purchase of custom components, customer will be responsible for cost of components.

Freight Terms

1. All orders are shipped F.O.B. factory, Michigan City, Indiana.
2. Unless customer requests a specific carrier, routing shall be at factory discretion. Reasonable efforts will be used to honor specific requests.
3. All shipments should be closely inspected for damage and/or loss. Buyer must note on the freight bill any damage, suspected damage or loss at the time of delivery. Claims must be made directly by the buyer against the delivering carrier; including any claim for concealed damage and/or loss. Fiber Bond will provide reasonable assistance with such claims.
4. A \$30 net charge will be applicable to all LTL and truckload *prepay & add* shipments with freight charges in excess of \$350.

Returned Goods Authorization Procedure

1. Written authorization must be obtained from Fiber Bond's Customer Service Department.
2. Unauthorized returns will not be accepted.
3. Custom products and 10-working day items cannot be cancelled or returned.
4. Merchandise will not be eligible for return after 90 days from date of shipment.
5. A 15% restocking fee will be incurred for inspection, handling and restocking. Reconditioning, relabeling, and repackaging will incur additional charges.

Warranty

Fiber Bond warrants product(s) meet Fiber Bond standard specifications and conform to the promises and affirmations of fact made on product labels on date of manufacture.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Any notice of claim must be made within 15 days of receipt of product(s). No claim of any kind shall be greater in amount than the purchase price of the product(s) for which the claim is made. In no event shall Fiber Bond be liable for special, indirect or consequential damages, whether or not caused by or resulting from negligence.

Fiber Bond

January 13, 2020

110 Menke Road, Michigan City, Indiana 46360 • Phone (219) 879-4541 • Fax (219) 874-7502
Email: customer.service@fiberbond.net • www.fiberbond.net

PROVISIONS

SELLER DOES NOT ACCEPT ANY TERMS AND CONDITIONS OTHER THAN THOSE CONTAINED IN ANY EXISTING WRITTEN CONTRACT BETWEEN BUYER AND SELLER COVERING MATERIAL(S) DESCRIBED HEREIN AND THE TERMS AND CONDITIONS SET FORTH HEREIN. THE TERMS OF AN EXISTING WRITTEN CONTRACT WHICH ARE CONTRARY TO THOSE CONTAINED HEREIN SHALL CONTROL. IF THERE IS NO SUCH EXISTING WRITTEN CONTRACT, SELLER DOES NOT ACCEPT ANY TERMS AND CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS ACKNOWLEDGMENT, AND SELLER HEREBY OFFERS TO SELL SUCH MATERIAL(S) TO BUYER ONLY UPON THE FOLLOWING TERMS AND CONDITIONS. ACCEPTANCE OF SUCH MATERIAL(S) BY BUYER SHALL CONSTITUTE ASSENT TO SAID TERMS AND CONDITIONS:

1. IN ADDITION TO THE PURCHASE PRICE, BUYER SHALL PAY THE SELLER THE AMOUNT OF ALL GOVERNMENTAL TAXES, EXCISES AND/OR OTHER CHARGES (EXCEPT TAXES ON OR MEASURED BY NET INCOME) THAT SELLER MAY BE REQUIRED TO PAY WITH RESPECT TO THE PRODUCTION, SALE OR TRANSPORTATION OF ANY MATERIAL DELIVERED HEREUNDER, EXCEPT WHERE THE LAW OTHERWISE PROVIDES.

2. SELLER WARRANTS THAT MATERIAL DELIVERED HEREUNDER MEETS SELLER'S STANDARD SPECIFICATION FOR THE MATERIAL OR SUCH OTHER SPECIFICATIONS AS HAVE BEEN EXPRESSLY AGREED UPON WITH BUYER IN WRITING. SELLER WARRANTS FURTHER THAT SUCH MATERIAL IS ADEQUATELY CONTAINED, PACKAGED AND LABELED AND CONFORMS TO THE PROMISES AND AFFIRMATIONS OF FACT MADE ON THE CONTAINER AND LABEL. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

3. BUYER'S RECEIPT OF ANY MATERIAL DELIVERED HEREUNDER SHALL BE AN UNQUALIFIED ACCEPTANCE THEREOF, AND A WAIVER BY BUYER OF ANY AND ALL CLAIMS WITH RESPECT TO, SUCH MATERIAL UNLESS BUYER GIVES SELLER NOTICE OF CLAIM WITHIN FIFTEEN (15) DAYS AFTER SUCH RECEIPT. BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY MATERIAL DELIVERED HEREUNDER IN MANUFACTURING PROCESSES OF BUYER OR IN COMBINATION WITH OTHER SUBSTANCES. NO CLAIM OF ANY KIND, WHETHER AS TO MATERIAL DELIVERED OR FOR NON-DELIVERY OF MATERIAL, AND WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE MATERIAL IN RESPECT OF WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

4. NEITHER PARTY SHALL BE LIABLE FOR ITS FAILURE TO PERFORM HEREUNDER DUE TO ANY CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING ACTS OF GOD, FIRES, FLOODS, WARS, SABOTAGE, ACCIDENTS, LABOR DISPUTES OR SHORTAGES, GOVERNMENTAL LAWS, ORDINANCES, RULES AND REGULATIONS, WHETHER VALID OR INVALID (INCLUDING, BUT NOT LIMITED TO, PRIORITIES, REQUISITIONS, ALLOCATIONS, AND PRICE ADJUSTMENT RESTRICTIONS), INABILITY TO OBTAIN MATERIAL, EQUIPMENT OR TRANSPORTATION, AND ANY OTHER SIMILAR OR DIFFERENT CONTINGENCY. THE PARTY WHOSE PERFORMANCE IS PREVENTED BY ANY SUCH CONTINGENCY SHALL HAVE THE RIGHT TO OMIT DURING THE PERIOD OF SUCH CONTINGENCY ALL OR ANY PORTION OF THE QUANTITY DELIVERABLE DURING SUCH PERIOD, WHEREUPON THE TOTAL QUANTITY DELIVERABLE HEREUNDER SHALL BE REDUCED BY THE QUANTITY SO OMITTED. IF, DUE TO ANY SUCH CONTINGENCY, SELLER IS UNABLE TO SUPPLY THE TOTAL DEMANDS FOR ANY MATERIAL SPECIFIED HEREUNDER, SELLER SHALL HAVE THE RIGHT TO ALLOCATE ITS AVAILABLE SUPPLY AMONG ITS CUSTOMERS AND ITS DEPARTMENTS AND DIVISIONS IN A FAIR AND EQUITABLE MANNER. IN NO EVENT SHALL SELLER BE OBLIGATED TO PURCHASE MATERIAL FROM OTHERS IN ORDER TO ENABLE IT TO DELIVER MATERIAL TO BUYER HEREUNDER.

5. SELLER'S PRICES IN EFFECT AT TIME OF SHIPMENT WILL GOVERN.

6. IN VIEW OF GENERALLY ACCEPTED STANDARD TOLERANCES FOR WELL-MAINTAINED AND WELL-OPERATED BULK SCALES, NO CLAIM FOR SHORTAGES OF LESS THAN ½ OF 1% OF THE GROSS WEIGHT OF BULK SHIPMENTS WILL BE ALLOWED.

7. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS ORDER WITH RESPECT TO GOODS DELIVERED OR TO BE DELIVERED SHALL BE GOVERNED BY THE LAW OF THE STATE OF INDIANA.