

Terms and Conditions of Sale

The following are the terms and conditions of this sale of Mega Molecules LLC products or services to you. Acceptance of delivery of or payment for any products provided hereunder shall constitute your acceptance of all terms and conditions herein. These terms and conditions cannot be supplemented or superseded without written authorization from Mega Molecules LLC and shall prevail over any terms and conditions provided by you to Mega Molecules LLC in any form.

1. DEFINITIONS

"Goods" means the Goods and Services including any installment of the Goods or any parts for them which the Seller is to supply in accordance with these conditions. "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or Services or whose order for the Goods or Services is accepted by the Seller. "Seller" means Mega Molecules LLC.

2. ACCEPTANCE

These Terms and Conditions of Sale, together with information contained in Seller's written product order acknowledgment and/or invoice (and any additions or revisions mutually agreed to in writing by Seller and Buyer), shall constitute the entire agreement and understanding of Seller and Buyer with respect to the purchase and sale of Seller's products, superseding all prior oral or written understandings relating thereto. If Buyer's order contains provisions inconsistent with the provisions hereof, these terms and conditions shall prevail. Buyer's acceptance of delivery of or payment for any products provided hereunder shall constitute Buyer's acceptance of all terms and conditions herein.

3. TERMS OF PAYMENT

Unless otherwise stated on Seller's acknowledgment and/or invoice, Buyer shall pay all amounts due for products purchased hereunder in cash within thirty (30) days from the date of Seller's invoice, provided that in the event Seller reasonably deems Buyer's financial status unsatisfactory or Buyer is in default of any obligation of Buyer to Seller, Seller (without prejudice to any other rights or remedies it may have) may require payment in full in cash of all amounts payable to Seller by Buyer under Seller's invoice or otherwise prior to shipment of any products thereunder. Buyer shall pay an additional interest and service charge in the amount equal to one and one-half percent (1.5%) of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted by applicable law, accruing from the applicable due date. Buyer shall not withhold or set off from any amounts due to Seller, any amounts claimed to be owed by Seller to Buyer for any reason whatsoever.

4. PRICES

Unless otherwise expressly indicated in writing by Seller, prices for all products are as noted on Seller's price list as in effect on date of shipment. All prices are based on quantity indicated and, unless otherwise indicated on Seller's acknowledgment and/or invoice, are F.O.B. the location of Seller's facility from which products are shipped. Unless otherwise indicated on Seller's acknowledgment and/or invoice, Buyer shall pay, and be exclusively liable for, all costs of shipping, delivery, insurance and the like after the Seller has effected delivery of the products to the carrier.

5. TAXES

Prices do not include any tax or other governmental charge or assessment on the sale, shipment, production or use of any products sold to Buyers hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on Seller's invoice. Buyer shall be solely responsible for, and shall pay to Seller upon demand, any such tax, charge or assessment, unless Buyer has furnished to Seller an appropriate valid certificate of exemption issued by or acceptable to the tax authority in question.

6. DELIVERY

Seller shall make every reasonable effort to effect shipment on or before the scheduled shipping date(s) reflected on Seller's acknowledgment and/or invoice, but such schedule may vary due to, among other things, conditions beyond Seller's reasonable control. If no shipping date is specified, shipment will be made on date(s) selected by Seller. In no event shall Seller be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Buyer.

7. PACKING AND SHIPMENT

Unless preferred packing method is noted on Seller's acknowledgment and/or invoice, all items will be packed for shipment in accordance with Seller's standard practices. Unless otherwise specified on Seller's acknowledgment and/or invoice, Seller will ship by the most appropriate method, but by doing so does not assume any liability in connection with the shipment. Any and all claims by Buyer for damage or loss of products in transit shall be made by Buyer against the carrier. If requested by Buyer, transportation charges and insurance will be prepaid and will be added to invoice as a separate item.

8. TITLE

Title to all products sold by Seller to Buyer shall pass from Seller to Buyer when such products are delivered by Seller to the carrier for shipment to Buyer; however, if Buyer should fail to pay when due any amount Buyer owes to Seller on account of such products, Seller shall have, in addition to any other rights of Seller, the right (without liability of Seller) to repossess such products or to require Buyer to effect (at Buyer's expense) return delivery of such products to Seller. In addition, until Buyer has paid to Seller the entire amount due to Seller for such products, Seller shall retain a security interest in such products in the amount of the full purchase price plus all other amounts due hereunder and all costs of collection incurred by Seller (including but not limited to court costs and reasonable attorneys' fees), and Seller shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such products. A copy of Seller's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Seller's security interest. Upon the request of Seller, Buyer will execute any financing statements and other documents or instruments necessary or appropriate in order for Seller to perfect its security interest.

9. RISK OF LOSS

Delivery of all products sold by Seller to Buyer hereunder is F.O.B. Seller's facility from which such products are shipped. All risk of loss of or damage to such products shall be assumed by Buyer upon Seller's delivery of such products to the carrier for shipment to

Buyer. Any and all claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier (with notice thereof to Seller), and Seller shall have no responsibility or obligations with respect to any such damage, loss or delay.

10. INSPECTION BY BUYER

Buyer shall carefully inspect all deliveries of products as they are received by Buyer and report to Seller promptly (but in any event within thirty (30) calendar days after receipt of shipment) any alleged error, shortage, defect or nonconformity of such products. Any failure by Buyer to so inspect and report shall constitute a waiver by Buyer of any claim or right of Buyer against Seller arising with respect to any such error, shortage, defect, or nonconformity which was reasonably discoverable by such an inspection.

11. CANCELLATION

Cancellation by Buyer of any product order accepted by Seller cannot be effected except on terms which indemnify Seller from any and all loss, damage or expense caused by said cancellation.

12. AGE OF BUYER

Buyer affirms that they are at least 12 years old.

13. LIMITED WARRANTY

It is the sole and exclusive responsibility of Buyer to determine the suitability of any and all products of Seller for Buyer's intended purposes and uses. Liability of Seller under or in connection with the sale of its products shall be limited, at the sole option of Seller, to either refund of the purchase price of, or replacement of, any product (a) with respect to which Buyer notifies Seller of Buyer's claim of any alleged defect or nonconformity hereunder promptly after delivery (and in any event within thirty (30) calendar days after receipt by Buyer), (b) which is returned to Seller promptly upon request and (c) which is determined by Seller to be defective or nonconforming hereunder. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO PRODUCTS SOLD OR PROVIDED BY SELLER. SELLER GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THAT EXPRESSLY SET FORTH HEREIN. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THIS WARRANTY IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT OF THESE TERMS AND CONDITIONS OF SALE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER WHICH MAKES SPECIFIC REFERENCE TO THESE TERMS AND CONDITIONS OF SALE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NO IMPLIED WARRANTY OF TITLE OR NONINFRINGEMENT AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN OR MADE BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH ANY SALE OR PROVISION OF PRODUCTS BY SELLER, OR BUYER'S USE OF ANY PRODUCTS, OR SELLER'S AND/OR BUYER'S CONDUCT IN RELATION THERETO OR TO EACH OTHER, AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER UNDER OR IN CONNECTION WITH ANY SUCH WARRANTY WITH RESPECT TO ANY PRODUCTS.

14. LIMITATION ON SELLER'S LIABILITY

Buyer acknowledges that no guarantees or assurances have been made as to the results that may be obtained from the use of the products sold hereunder whether used singly or in combination with other items. Buyer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Buyer by Seller or any of its representatives regarding the specifications, storage, handling or use of products purchased and sold hereunder, which recommendation or instruction shall be followed or acted upon by Buyer entirely at Buyer's own risk. SELLER'S LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR USE OF PRODUCTS SOLD HEREUNDER (WHETHER BASED ON CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE), SHALL BE STRICTLY LIMITED TO SELLER'S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED IN THE LIMITED WARRANTY SET FORTH IN SECTION 13. EXCEPT AS SPECIFICALLY PROVIDED IN SUCH LIMITED WARRANTY, SELLER SHALL HAVE NO LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND, IN ANY WAY OR TO ANY EXTENT FOR ANY LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS (OR THE PERFORMANCE THEREOF), OR ARISING IN ANY WAY OR IN CONNECTION WITH THE PURCHASE BY OR USE OR SALE OF THE PRODUCTS BY BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE PRODUCTS OR ANY ITEM WITH WHICH SUCH PRODUCTS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE. IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY TO BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS SOLD HEREUNDER, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER, IN AN AMOUNT IN EXCESS OF, AND SELLER'S LIABILITY SHALL BE STRICTLY LIMITED TO, THE AMOUNT(S) ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE PRODUCTS WHICH GIVE RISE TO SELLER'S LIABILITY.

15. RETURNS

In Seller's sole discretion, credit or money-back may be granted with respect to returned products depending on the reason for the return and the condition of the product. Educational institutions, approved bookstores, and certified distributors have 180 days from the date of receipt to initiate returns. Any other Buyer must initiate the return within thirty (30) calendar days after receipt of the product. Any returned products must be shipped to Seller, freight prepaid, at Buyer's risk. Returned products must be unopened and in original condition. A 10% restocking fee will be applied if the product is not in salable condition. Contact Mega Molecules, LLC for return authorization and return shipping address.

16. INDEMNIFICATION

Buyer agrees to indemnify, hold harmless and defend Seller (and its employees, subsidiaries, affiliates, successors, suppliers and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (a) Buyer's use, handling, transportation, sale or distribution/sale of the products sold hereunder; (b) Buyer's breach of any representation, warranty or obligation hereunder; and/or (c) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Seller's use of specifications, materials or other items provided to Seller by Buyer.

17. WAIVER

Seller shall not be deemed to have waived any provision hereof, or any breach by Buyer of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of Seller. No waiver by Seller of any provision hereof or any breach by Buyer hereunder shall constitute a waiver of such provision on any other occasion or a waiver of any other breach by the Buyer.

18. FORCE MAJEURE

In no event shall Seller have any liability to Buyer for any delayed performance or nonperformance by Seller which results, in whole or in part, directly or indirectly, from any cause beyond the reasonable control of Seller. Such causes shall include (but shall not be limited to) acts of God, wars, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component material or parts, labor, equipments, facilities, or transportation, and acts of any government or agency thereof. Buyer's order will be deemed suspended for so long as any such cause prevents or delays Seller's performance. In the event of any such suspension, Seller shall have the right, at its option, upon notice to Buyer, (a) to terminate its obligation to sell any or all of the products ordered hereunder or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the products ordered hereunder to one or more deferred dates to be mutually agreed upon by Buyer and Seller, subject to Buyer's payment of any additional charge for any increase in Seller's direct or indirect costs occasioned by the suspension of its performance.

19. GOVERNING LAW

These Terms and Conditions of Sale and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the state of Oklahoma without regard to its conflicts of law rules. Jurisdiction and venue in any litigation shall be in the courts of Oklahoma. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement and any purchase or sale made hereunder.

20. SEPARABILITY

The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition, and, to the extent possible, such invalid or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.

21. AMENDMENTS

These Terms and Conditions of Sale may not be amended except by written agreement of Seller and Buyer expressly referring hereto.

22. ASSIGNMENT

Buyer's rights and obligations hereunder may not be assigned or otherwise transferred without Seller's express prior written consent.

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