



Effective: 01-JAN-2018

1. **Warranty and Disclaimer.** ARx expressly warrants to Purchaser that its product is free from defects in workmanship for the shelf life of the product or twelve (12) months from the date of manufacture, whichever is less, provided that the product is stored in accordance with the storage requirements. Purchaser acknowledges that the shelf life of each product varies and, depending on the shelf life of the product, the warranty period may be substantially shorter than twelve months. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. AR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No provisions, representations, diagrams, drawings or pictures contained in any product literature, price list, catalogue, purchase order, product data sheet, order acknowledgment, invoice, delivery ticket, or any other communication by ARx, including information on ARx's website or representations made by ARx's employees or agents, constitute express warranties. Results of tests and recommendations included in communications of ARx do not constitute express warranties. To the extent sample products were provided to or examined by Purchaser, the samples do not constitute express warranties. Since many factors may affect the use and performance of an ARx product in a particular application, including, among others, the product selected for use, the conditions in which the product is used, the time and environmental conditions in which the product is expected to perform, the materials to be used with the product, the surface preparation of those materials, and the application method for the product, purchaser accepts responsibility for determining whether ARx's product is fit for a particular purpose and suitable for purchaser's method of application.

2. **Changes to Products.** ARx retains the right to modify or change the composition, design, color and appearance of the products if in ARx's judgment it is advisable.

3. **Developmental and Experimental Samples and Materials.** ARx MAKES NO WARRANTY AS TO EXPERIMENTAL AND DEVELOPMENTAL SAMPLES OR MATERIALS.

4. **Remedy and Indemnification.** Purchaser's exclusive remedy and ARx's sole obligation for any breach of warranty under these Terms and Conditions is limited to, at ARx's option, either: 1) replacement of ARx's product, or 2) reimbursement of the purchase price of ARx's product. ARx DISCLAIMS ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF WARRANTY. ARx will not be liable for any loss, damage, expense or consequential, incidental or special damages of any kind arising from any breach of warranty or other breach of the Terms and Conditions, either in contract, tort, product liability or otherwise. Purchaser assumes all risk and liability for loss, damage or injury to any person or to the property of itself or others arising out of the use of ARx's product or any product of Purchaser, except to the extent such loss results from a defect in ARx's Product that was both: a) not visible on reasonable inspection by Purchaser and b) caused by ARx's negligence. In addition to the foregoing, Purchaser agrees to defend (including payment of attorney's fees), indemnify and hold harmless ARx from any liability as a consequence of any use of ARx's product or any product of Purchaser. ARx agrees to cooperate in the defense of any claim for which Purchaser defends, indemnifies and holds ARx harmless.

5. **Time Limit.** No action, suit or other legal proceeding may be brought in connection with the transactions contemplated by these Terms and Conditions unless it is commenced within one year after the delivery of ARx's product in issue.

6. **Force Majeure.** ARx shall not be liable for failure to perform its obligations caused by forces beyond its control including, but not limited to: strikes or other labor disturbances; inability to obtain equipment, parts, materials or supplies; acts of governments or of agencies thereof; fires; storms, floods or other natural disasters; machinery breakdowns; failure of utilities; war; embargoes; civil disturbances; acts of God. In the event of any such condition: 1) ARx's time for performance will be extended during the condition and for a reasonable time thereafter; 2) ARx reserves

General terms and conditions of sales –

ARx, LLC.



the right to allocate equitably, taking into account contractual commitments; and
3) which is permanent or occurs for an unreasonable length of time, ARx is excused from performance.

7. Acceptance of Order. All orders are taken subject to the acceptance of the home office-Glen Rock, Pennsylvania.

8. General. These Terms and Conditions constitute the final, entire and exclusive agreement between ARx and Purchaser. No term of buyer's purchase order or release document which is inconsistent with these Terms and Conditions shall be applicable hereto or binding upon ARx. These Terms and Conditions are governed by and to be construed under the terms of Pennsylvania law. No agent, employee or representative of ARx has any authority to bind ARx to any affirmation, representation or warranty concerning ARx's Product unless such affirmation, representation or warranty is expressly included in these Terms and Conditions. All modifications to these Terms and Conditions must be made in writing and signed by ARx and Purchaser.

9. TERMS OF PAYMENT: Seller may invoice Buyer upon shipment for the price and all other changes payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to the Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.