

## TERMS AND CONDITIONS

### **WARRANTY AND REMEDY INFORMATION**

To customers who purchase Carpenter products for resale or commercial use in any form, Carpenter extends the following warranties:

1. Chemical Systems Division: Carpenter warrants that its systems chemicals and related materials, when used in accordance with Carpenter's and the equipment manufacturer's instructions, will produce products conforming to specifications for a period of up to six months from the date of manufacture as specifically set forth in the applicable Technical Data Sheets. Materials must be stored in their original sealed containers or, in the case of bulk containers, in vessels under a dry inert gas blanket. Storage conditions must conform at all times to the recommendations provided in the applicable Technical Data Sheet. Carpenter will replace any defective systems chemicals. Notice of a claim must be given promptly in writing within 45 days after discovery of the defect.

2. Chemicals Division

(a) Polyether Polyols That Do Not Contain "A" or "K" Suffix in the Manufacturing or Trade Name: Carpenter warrants the composition of the polyether polyols and surfactants specified on the applicable Certificate of Analysis to be within Carpenter's specifications for a period of twelve months from the date of shipment.

(b) Polyether Polyols That Do Contain "A" or "K" Suffix in the Manufacturing or Trade Name: Carpenter warrants the composition of the polyether polyols and surfactants that have an "A" or "K" suffix in their product name and specified on the applicable Certificate of Analysis to be within Carpenter's specifications for a period of three months from the date of shipment.

(c) Polyester Polyols: Carpenter warrants the composition of the polyester polyols specified on the applicable Certificate of Analysis to be within Carpenter's specifications for a period of six months from the date of shipment.

In all cases, materials must be stored in their original sealed containers or, in the case of bulk containers, in vessels under a dry inert gas blanket. Storage conditions must conform at all times to the recommendations provided in the applicable Technical Data Sheet and Safety Data Sheet. Carpenter will replace any product whose composition is not within its specifications. Notice of a claim must be given promptly in writing, in no case later than 45 days after discovery of the defect.

3. Tire Fill Division: Carpenter warrants any tire filled with Rely® Flat Proofing Polymers against defective materials that do not meet the specifications listed in the applicable Rely® Flat Proofing Polymers Technical Data Sheets. The sole and exclusive remedy for breach of this warranty is the replacement of any material proven to be defective by testing the retained samples of the batch or lot in question. Before using Rely® Flat Proofing Polymers, the user should determine if the product is suitable for the application, and the user accepts and assumes all risk, liability and responsibility in connection therewith. This warranty will become null and void if recycled material or foreign objects and substances are (i) mixed with Rely® Flat Proofing Polymers or (ii) placed into a tire being filled with Rely® Flat Proofing Polymers. Road hazard damage to tires is also excluded from this warranty. Notice of a claim must be given promptly in writing within 45 days after the breach occurs.

The user should follow and comply with the following: (i) tire manufacturer's rated loads, speeds, and recommended pressure must not be exceeded; (ii) tires must be properly mounted on the recommended wheel type and size; (iii) tires must be filled using suitable equipment and procedures and by trained and authorized personnel only; (iv) final tire pressure of tires filled with Rely® Flat Proofing Polymers must be the same as the required air pressure recommended by the tire manufacturer; (v) filling date, Rely® Flat Proofing Polymers lot numbers, tire sizes and manufacturer, tire pressures and operators identity must be recorded accurately in a daily tire fill log and kept for a minimum of thirty-six (36) months; and (vi) tires must be free of manufacturing defects.

4. All Other Products: Except as may otherwise be specifically set forth with respect to a particular product, Carpenter will replace without charge any Carpenter product that is not merchantable because of defects in materials or workmanship. Notice of a claim must be given promptly in writing within 45 days after discovery of the defect.

THESE EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE OF CARPENTER'S PRODUCTS. IN NO CASE WILL CARPENTER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, including without limitation, damage to other property, loss of profits, loss of goodwill, or other economic loss, whether such incidental or consequential loss or damage is claimed on account of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. GOODS SOLD FOR RESALE ARE ALL SUBJECT TO THESE TERMS, AND ALL OFFERS ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THESE TERMS. Some States do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This warranty provides specific legal rights, and there may be other rights which vary from State to State.

### **FORCE MAJEURE**

Carpenter shall not be liable for any delay on its part in the performance of any of its obligations hereunder when such delay is due to its inability to obtain suitable or sufficient labor, machinery, parts, supplies, or materials, as and when required, or is caused by fire,

flood, earthquake, storm, pandemic, accident, strike, lockout, labor difficulties, riot, sabotage, interference by civil or military authorities, fuel shortages, embargo, transportation difficulties, raw material shortages/unavailability, allocation, equipment failure, orders or directions by any governmental authorities or any other cause beyond Carpenter's control whether of a similar or different nature.

### **CREDIT TERMS**

No cash discount allowed after maturity. Failure to pay in accordance with terms shown on the face of this invoice will subject the invoice amount to a service charge starting 7 days after the net due date. The applicable service charge shall be 2% per month for each month (24% per annum) or portion thereof this invoice remains unpaid, except where prohibited by applicable law (in which event the service charge shall be the maximum monthly percentage rate allowable by applicable law). Carpenter reserves the right to apply payments in any manner and to any indebtedness that it deems appropriate. If the account is placed for collection, the customer will be responsible for all costs and expenses of collections, including attorney's fees and expenses and all court costs or related fees.

These Terms and Conditions shall be controlling with respect to all product sales by Carpenter and Carpenter rejects and does not accept any contrary or additional terms or conditions of sale unless agreed to writing by an authorized Carpenter officer. The laws of the Commonwealth of Virginia shall govern all transactions hereunder between the parties. Jurisdiction and venue for any matter in dispute shall lie exclusively in the federal or state courts of the Commonwealth of Virginia and the parties hereby agree and submit to the exclusive jurisdiction of such courts.

### **WARNING!**

### **URETHANE FOAM IS FLAMMABLE!**

**URETHANE FOAM WILL BURN IF EXPOSED TO AN OPEN FLAME OR OTHER SUFFICIENT HEAT SOURCE. DO NOT EXPOSE URETHANE FOAM TO OPEN FLAMES OR ANY OTHER DIRECT OR INDIRECT HIGH TEMPERATURE IGNITION SOURCES SUCH AS BURNING OPERATIONS, WELDING, BURNING CIGARETTES, SPACE HEATERS OR NAKED LIGHTS.**

**ONCE IGNITED, URETHANE FOAM WILL BURN RAPIDLY, RELEASING GREAT HEAT AND CONSUMING OXYGEN AT A HIGH RATE. IN AN ENCLOSED SPACE THE RESULTING DEFICIENCY OF OXYGEN WILL PRESENT A DANGER OF SUFFOCATION TO THE OCCUPANTS. HAZARDOUS GASES RELEASED BY THE BURNING FOAM CAN BE INCAPACITATING OR FATAL TO HUMAN BEINGS IF INHALED IN SUFFICIENT QUANTITIES.**

**ONCE IGNITED, URETHANE FOAM IS DIFFICULT TO EXTINGUISH. FOAM FIRES THAT APPEAR TO BE EXTINGUISHED MAY SMOLDER AND REIGNITE. ALWAYS HAVE FIRE OFFICIALS DETERMINE WHETHER A FIRE HAS BEEN EXTINGUISHED.**

### **OTHER PRODUCTS**

For warnings applicable to other Carpenter products, as well as additional information regarding urethane foam products, refer to the pertinent labels, instructions, Safety Data Sheets/Product Information Sheets, Safe Use and Handling Guides and other Carpenter literature about the product, which are also available upon request. DO NOT USE, HANDLE, TRANSPORT OR STORE THE PRODUCT WITHOUT BECOMING COMPLETELY FAMILIAR WITH THESE MATERIALS.