

IBC & Dry Handling Division

Terms and Conditions of Sale



The items described in this document and other documents provided by Snyder Industries, Inc. ("Snyder") are available for sale at prices established by Snyder. An order from any customer ("Buyer") shall be governed by all the following terms and conditions of sale ("Terms and Conditions"). Upon Snyder's acceptance of Buyer's purchase order the Terms and Conditions form part of the agreement between Buyer and Snyder and Buyer agrees to the Terms and Conditions. All goods and services available for sale are referred to as "Products". The Terms and Conditions are available on our website at www.snydernet.com.

PRICES; PRICE ADJUSTMENTS; PAYMENTS. Prices stated in the agreement are valid for a period of 15-30 days, dependent on each specific Intermediate Bulk Container (IBC) product. Minimum purchase per order is \$100. Orders below minimum are subject to \$35 surcharge in Snyder's sole discretion. After 15-30 days, Snyder may change prices to reflect any increase in its costs, including increases resulting from state, provincial, federal or local legislation, price increases from its suppliers, or any change in the rate, charge, or classification of any carrier. The prices in the agreement do not include any sales, use, or other taxes unless so stated. Buyer shall be responsible for any present or future sales, excise or similar tax applicable to the sale or use of the Products. Unless otherwise specified by Snyder, all prices are F.O.B. Snyder's facility and payment is due 30 days from the date of invoice. After 30 days, Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month, compounded monthly or if less, the maximum interest rate allowed by applicable law.

DELIVERY DATES; TITLE AND RISK; SHIPMENT. All delivery dates are approximate and Snyder shall not be responsible for any damages resulting from any delay due to a cause beyond its reasonable control. Regardless of manner of shipment, title to any Products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Snyder's facility. Unless otherwise stated, Snyder may exercise its judgment in choosing the carrier and means of delivery. At Snyder's option carrier charges shall be prepaid and invoiced to Buyer. No deferment of shipment at Buyers' request beyond the respective dates indicated will be made except on terms that will indemnify and hold Snyder harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Snyder due to Buyer's change in shipping or product specifications.

BUYER RESPONSIBILITY AND ACCEPTANCES. Buyer, and user, if different, through their own analysis and testing are solely responsible for making the final selection of Products and assuring that all performance, endurance, maintenance, safety and warning requirements are met. User must analyze all aspects of the application in the field under the conditions of its intended use by the user and/or Buyer and follow applicable industry standards, Product information and Snyder's Guidelines for Use and Installation. Adequate testing in actual service conditions must be carried out by Buyer and/or user to establish definite suitability for end use. If Snyder suggests Products for an application based on data, drawings, designs, diagrams specifications or other communications ("Information") provided by Buyer or user, then Buyer and user are responsible for determining that the Information is suitable for the use of the Product in the application. Submission of an order for production quantities of a Product following receipt of a final version of a prototype constitutes (a) Buyer's acceptance of the prototype as meeting all of Buyer's requirements as set out in the Information supplied by Buyer and (b) Buyer's acceptance of the Products based on the prototype, provided the Products are manufactured within Snyder's standard tolerances for the Product.

RETURNS, CANCELLATIONS AND CHANGES. Returns, cancellations or changes shall not be accepted for any reason, except with Snyder's prior written consent on terms which protect Snyder from any loss. Snyder has specific procedures for return merchandise and warranty claims and Buyer and/or user must comply with these procedures. To request a return or file a claim contact Snyder's customer service department by mail, phone or e-mail. Any Product returned to Snyder without a Return Goods Authorization ("RGA") number from Snyder will be refused and returned to sender at the sender's cost. Products authorized for return to Snyder are subject to a

25% restocking charge unless Product was defective, as determined by Snyder in its sole discretion, or was shipped incorrectly. Obsolete or custom manufactured Product may not be returned. Product authorized by Snyder for return that is received in any condition other than new will have the cost of the renewal deducted from the credit. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower.

CLAIMS. Buyer shall promptly inspect all Product(s) upon delivery. If damage has occurred or items are missing, the Buyer, or receiver, if different, should note any damages or missing items on the bill of lading before signing off on the load. Claims for damage, loss, or delay should be made to the designated carrier and then notify Snyder prior to putting Product into service. No claims for corrections or deductions from invoices will be allowed unless reported to Snyder within 30 days of delivery. **Please note that some tank components may be shipped inside the tank. Remove parts shipped inside tanks before putting the tank into service.**

CONTINGENCIES. Snyder shall not be liable for any default or delay in performance if caused by circumstances beyond the reasonable control of Snyder, such as acts of God or public enemy; accidents; fire; explosion; storms; floods; elements of nature; epidemics; any outbreaks or escalation of acts of terrorism or war, including insurrection, revolution, riot or embargo in any country; statutory and governmental prohibitions, restrictions and/or regulations; any act or omission of the Buyer or any governmental authority; general failure of public infrastructure or communications; criminal acts of third parties; or nonperformance by a third party.

WARRANTY. Buyer has the responsibility of calling to the attention of their customers the following Snyder standard limited warranty, prior to the acceptance of an order from the customer for any Snyder Products. Snyder warrants to the purchaser for use that if any manufactured Intermediate Bulk Container (IBC) product is proven to be defective in material or workmanship within 1 YEAR for METAL IBC's and 2 YEARS for Poly IBC's from the date of original invoice from Snyder, and Snyder is notified in writing within 15 days after such defect is discovered, Snyder will (at Snyder's option) either replace or repair said part. Snyder warrants to the purchaser for use that if any tank fitting, attachment, or accessory product is proven to be defective in material or workmanship with 1 YEAR from the date of original invoice from Snyder, and Snyder is notified in writing within 15 days after such defect is discovered, Snyder will (at Snyder's option) either replace or repair said part. The Snyder standard limited warranty does not apply to damage resulting from misuse, improper application or recommendation of material, neglect, material wear, accident or improper installation or maintenance. Said part will not be considered defective if it substantially fulfills performance specifications. **THE FOREGOING STANDARD LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, SUITABILITY, APPLICABILITY AND OF ANY OTHER TYPE, WHETHER EXPRESSED OR IMPLIED AND WHICH SNYDER EXPRESSLY DISCLAIMS. IN NO EVENT SHALL SNYDER BE LIABLE FOR ANY DAMAGES RELATED TO THE INFORMATION PROVIDED BY THE BUYER, IT BEING UNDERSTOOD THAT THE INFORMATION HAS BEEN FURNISHED TO SNYDER BY BUYER OR OTHERWISE AGREED TO BY BUYER. SNYDER NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID TANK PRODUCT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT OR EXEMPLARY LOSSES OR DAMAGES. THE REMEDIES STATED HEREIN SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS STANDARD LIMITED WARRANTY.** Claims under this standard limited warranty shall be under the Snyder service policy. Snyder will not be responsible for any charges incurred in repairing or servicing any Snyder Product except as such repairs are made at Snyder or by Snyder personnel or as approved in writing by Snyder Industries Inc. Customer Service in advance.

Due to the uniqueness of some tank applications, Snyder may offer warranties other than the standard warranty. These warranty statements will be in writing from Snyder. Please consult Snyder if you have any questions regarding warranty coverage and/or requirements.

IMPROPER USE AND INDEMNITY. Buyer shall indemnify, defend, and hold Snyder harmless from any claim, liability, damages, lawsuits and costs (including lawyer's fees) whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer; (b) any act or omission, negligent or otherwise, of Buyer; (c) Snyder's use of Information furnished by Buyer to manufacture Products; or (d) Buyer's failure to comply with the Terms and Conditions. Snyder will not indemnify Buyer under any circumstances except as otherwise provided in writing by Snyder.

LIMITATION ON ASSIGNMENT. Buyer may not assign its rights or obligations under the agreement without the prior written consent of Snyder.

ENTIRE AGREEMENT. The agreement contains the entire agreement between the Buyer and Snyder with respect to the subject matter of the agreement and supersedes all prior agreements, understandings, negotiations and discussions whether written or not.

WAIVER. Failure to enforce any provision of the agreement will not waive the provision nor prejudice Snyder's right to enforce the provision in the future.

GOVERNING LAW AND VENUE. The construction, interpretation, and performance of the agreement shall be determined in accordance with the laws of the State of Nebraska, excluding any of the conflicts-of-law principles or rules which would direct or refer to laws of another jurisdiction. The state and federal courts situated in Omaha, Douglas County, Nebraska shall have exclusive jurisdiction of any disputes arising under or in relation the agreement and Snyder and Buyer consent to jurisdiction and venue in a court of competent jurisdiction in Douglas County, Nebraska.