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CONDITIONS AND INSTRUCTIONS

CUALITY

- MATERIAL IS SUBJECT TO BUYER'S INSPECTION AND APPROVAL AT A REASONABLE TIME AFTER DELIVERY; IF SPECIFICATIONS ARE NOT MET, MATERIAL MAY BE RETURNED AT SELLER S EXPENSE.

DISCOUNT

-CALCULATED FROM THE DATE ACCEPTABLE INVOICE IS RECEIVED BY THE BUYER.

BILL OF LADING

-ORIGINAL COPY, OR IF SHIPMENT NOT MADE BY RAILROAD, A COMPARABLE PAPER

MUST ACCOMPANY INVOICE.

DRAFTS

- WILL NOT BE HONORED

PACKAGES

- MUST BEAR BUYER'S ORDER NUMBER AND SHOW GROSS, TARE AND NET WEIGHTS AND OR QUANTITY, NO CHARGE ALLOWED BY BUYER UNLESS OTHERWISE AGREED.

CARTAGE

- NO CHARGE ALLOWED BY BUYER UNLESS OTHERWISE AGREED.

TRUCKING

--- INTERSTATE TRUCK SHIPMENTS MUST BE MADE BY CARRIER AUTHORIZED UNDER THE MOTOR CARRIER ACT OF 1935. IF MADE BY UNLICENSED CARRIER SHIPMENT WILL BE

SUBJECT TO REJECTION.

TAXES

-- THE SELLER AGREES TO PAY ANY TAXES IMPOSED BY LAW UPON OR ON ACCOUNT OF

THE WITHIN MATERIAL UNLESS OTHERWISE AGREED.

PATENTS

- SELLER WARRANTS THAT THE USE OR SALE OF THE MATERIAL DELIVERED HEREUNDER WILL NOT INFRINGE ANY UNITED STATES PATENT CLAIM COVERING THE MATERIAL ITSELF; BUT DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. *

LABOR

SELLER WARRANTS THAT ALL GOODS DELIVERED UNDER THIS ORDER WILL HAVE BEEN PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STAND-ARDS ACT OF 1938, AS AMENDED.

GOVERNMENT REGULATIONS SELLER WARRANTS THAT ALL APPLICABLE LAWS, RULES AND REGULATIONS OF GOV-ERNMENTAL AUTHORITY COVERING THE PRODUCTION, SALE AND DELIVERY OF THE MATERIALS OR SERVICES SPECIFIED HEREIN HAVE BEEN COMPLIED WITH.

CONTINGENCIES - NO LIABILITY SHALL RESULT TO EITHER PARTY FROM DELAYS IN PERFORMANCE OR NONPERFORMANCE CAUSED BY CIRCUMSTANCES REASONABLY BEYOND THE CON-TROL OF THE PARTY AFFECTED.

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SELLER CERTIFIES THAT IT HAS REPORTED AND SHALL CONTINUE TO BEPORT, IN ACCORDANCE WITH THE TOXIC SUBSTANCES CONTROL ACT AND THE INVENTORY REPORTING REGULATIONS OF THE U. S. ENVIRONMENTAL PROTECTION AGENCY, ALL REPORTABLE CHEMICAL SUBSTANCES WHICH SELLER CURRENTLY MANUFACTURES OR MAY MANUFACTURE IN THE FUTURE AND WHICH ARE SUPPLIED BY SELLER TO DU PONT. SELLER FURTHER CERTIFIES THAT IT HAS TAKEN APPROPRIATE ACTION TO ASSURE THAT CHEMICAL SUBSTANCES WHICH SELLER DOES NOT MANUFACTURE, AND WHICH ARE COMPONENTS OF SELLER'S PRODUCTS SOLD TO DU PONT, HAVE BEEN REPORTED AS REQUIRED BY THE INVENTORY REPORTING REGULATIONS.