



CERTIFICATE OF ORIGIN

ORIGINAL

TO VALIDATE, GO TO
VERIFY.FTGS.US

Certificate Number : **CM-COO-79038-6a8c3ce0507f8**

Date : **August 24, 2026**

Seller (Exporter) 3V Sigma USA Inc. 888 Woodstock Street Georgetown SC 29440 USA	Transport Type Vessel	Port of Loading CHARLESTON, SC
	Destination Country Bangladesh	Destination Port CHATTOGRAM
	Export Date 2026-08-20	Exporting Carrier MADRID EXPRESS V:633W (HAPAG LLOYD)
Consignee MEGHNA PVC LTD. FRESH VILLA, HOUSE 15, ROAD 34, GULSHAN 1, DHAKA 1212, Bangladesh	Import Permit Number *****	Bill of Lading / AWB HLCUBSC2607DCOH5
	Owner or Agent 3V Sigma USA Inc.	Forwarding Agent *****
	Remarks LC NUMBER :134726010232 DATE OF ISSUE : 30-JUL-2026 HS CODE: 3905.30.00 APPLICANT'S TAX ID NO: 588001322448 APPLICANT'S BIN NO: 000721339-9102 BEZA PROJECT CLEARANCE NO:PC-20NOV20171000173 DATED 24-09-2020 APPLICANT'S FACTORY ADDRESS: MEGHNA ECONOMIC ZONE, JHAW CHAR,MEGHNAGHAT, SONARGAON PS NARAYANGANJ-1440 BANGLADESH ISSUING BANK VAT REG.NO: 000000248-0002 Consignor reference: E12212	



Description (May include notes on Quantity, Item Number, Marks and Numbers, Kind of Packages.)	Weight	Country of Origin
POLIVIC S 404 W H.S.Code: 3905.30.00 Marks: 40 TOTE BIN POLIVIC S 404 W GROSS KG 42,285.72 NET KG 40,000.00 40 TOTE BINS - LOT #1526H148 PO: E12212A&B MPVC3VSIGMA/22/07 =====end of products=====	42285.720 Net: 40,000.00 =====	United States =====

Name of Authorized Trade Association



Authorized Signature **Megan Stempin**

Megan Stempin

The Applicant (or the Applicant on behalf of the Consignor), by utilizing this document, certifies that:

- The above-mentioned goods originate in the country(ies) specified above and comply with the rules of origin applicable in the country(ies) to those goods.
- The information in this certificate and in any documents provided to the Charleston Metro Chamber of Commerce ("CMCC") is accurate, true and complete.
- The Applicant undertakes to advise CMCC and any other person(s) to whom the applicant provides this Certificate (or to whom the Certificate is provided to with the knowledge of the Applicant) promptly in writing of any inaccuracy, omission or change in such information, or in the origin of goods.
- The Applicant will maintain, and present upon request, such documentation as is necessary to verify the truth, accuracy and completeness of this certificate and accompanying documents.
- In consideration for the CMCC's issuance of this Certificate, the Applicant agrees to release, discharge and hold harmless CMCC from any liability in connection with the issuance of this certificate and to indemnify CMCC in respect of any costs and/or claims made against CMCC in connection herewith.
- The Applicant is authorized to give the undertakings set out herein.



INVOICE	540260/RI
DATE	8/10/26
CUSTOMER	3884331

SOLD TO

MEGHNA PVC LIMITED
Fresh Villa" House#15, Road#34, Gulshan
DHAKA

SHIP TO

MEGHNA PVC LIMITED
JHAWHAR, MEGHNAGHAT, SONARGAON,
NARAYANGANJ,
+8801787673678
M.LUTFUL_TCCL@MGI.ORG
00721339-9102

PURCHASE ORDER NO. E12212A MPVC3VSIGMA/22/07		DATE SHIPPED 08/20/2026	TERMS L/C SIGHT
3V ORDER NO. 43609/S7	VAT 51-0228853	DELIVERY TERMS CFR	

ITEM	DESCRIPTION	UM	NET WEIGHT	UNIT PRICE	TOTAL
G0209 VV600	POLIVIC ® S 404 W	KG	20000.00	2.7000/KG	54,000.00
IMPORTANT NOTICE			TOTAL AMOUNT DUE		54,000.00 USD
Please note important Terms and Conditions on reverse side of this invoice. - Please contact our Sales Office immediately regarding any discrepancies in quantity or pricing noted on this invoice. Should you wish to return material to our warehouse for any reason, you must first obtain a return authorization number from our Sales Office. - If product is being exported outside of the United States, the following statement applies: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law prohibited.			DUE DATE		8/20/26
			PLEASE REMIT PAYMENTS: By Electronic Transfer: JPMORGAN CHASE BANK ACH ABA# 021052053 ACH Acct # 10262241 Wire ABA # 021000021 Wire Acct # 767567921 Wire SWIFT# CHASUS33		



Carrier: ODFL
Seal #UL-8033888
Container #HAMU4511106
Tracking #00313434490

HS CODE: 3905.30.00
ORIGIN: USA
PACKAGE: IBC
PORT OF LOADING: CHARLESTON, SC USA
PORT OF DISCHARGE: CHATTOGRAM, BANGLADESH
FREIGHT CHARGE: \$2614.00

L/C PARTICULARS & CERTIFICATION (per Documentary Credit No. 134726010232)

Documentary Credit No.: 134726010232 Date of Issue: 30-JUL-2026
Applicant's TIN: 588001322448 Applicant's BIN: 000721339-9102
BEZA Project Clearance No.: PC-20NOV20171000173 dated 24-09-2020
Applicant's Factory Address: Meghna Economic Zone, Jhaw Char, Meghnaghat, Sonargaon PS,
Narayanganj-1440, Bangladesh
Issuing Bank's VAT Reg. No.: 000000248-0002

FOB Value of Goods: USD 51,386.00 + Ocean Freight: USD 2,614.00 = CFR Chattogram: USD 54,000.00

We hereby certify that the merchandise described in this invoice is of U.S.A. origin.



Megan Stempin

3V SIGMA USA INC.
888 Woodstock St. SC US
Georgetown 29440

CM-C00-79038-6a8c3ce0507f8/August 24, 2026

TERMS AND CONDITIONS OF SALE

- General. These Terms and Conditions of Sale shall apply to the sale by 3V SIGMA USA Inc. and its subsidiaries (collectively referred to as the "Company") of goods. All sales to you (hereinafter referred to as the "Buyer") made by the Company are expressly limited and conditioned upon Buyer's assent and acceptance of these Terms and Conditions of Sale. Buyer is hereby notified that the Company is unwilling to proceed with the transaction(s) unless Buyer assents to and accepts these Terms and Conditions of Sale. Unless specifically negotiated, agreed to in writing, and signed by a duly authorized agent of the Company, any variations or additions to these Terms and Conditions of Sale are not expressly not accepted by the Company. These Terms and Conditions of Sale shall control over any conflicting terms or conditions contained in any purchase orders or similar documents or in Buyer's order acknowledgments, invoices, or similar documents. No modification of these Terms and Conditions of Sale shall be effected by the acknowledgment or acceptance of purchase order forms or similar documents containing different or additional terms or conditions.
- Delivery; Risk of Loss. Title and risk of loss shall pass to Buyer in accordance with the Terms and Conditions of Delivery agreed upon by the Company and the Buyer. Delivery dates shall be interpreted as estimated and based on receipt of timely and accurate information from Buyer and in no event shall dates be construed as falling within the meaning of "time is of the essence." Seller reserves the right to make partial shipment and invoice therefor. Seller assumes no liabilities for delays or non-performance resulting from, but not limited to, Acts of God, fire, flood, explosion, flood, war, riots, terrorism or threats of terrorism, act of or as authorized by any government, accident, labor trouble or shortage, inability to obtain equipment, material, transportation, acts of Buyer or any acts beyond the control of Seller. If, because of Buyer's inability to take delivery, the products are not shipped or returned, Seller may have them stored for Buyer at Buyer's expense, risk, and account, and for all other purposes they shall be considered "shipped". Buyer shall unload, handle, and store the products in accordance with generally accepted practice or specific instructions provided for the product. Buyer acknowledges that the goods may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer will take all actions necessary to comply with these laws and to avoid spills or other dangers to persons, property or the environment.
- Packaging. All items sold hereunder shall be packed or crated and shipped in accordance with Seller's specifications. Any special packing, crating, shipping or unloading requirements of Buyer must be agreed upon by Seller in advance at additional cost. Weights listed, if any, are approximate.
- Lead Time. Company warehouse hours of operation are Monday to Friday 8:00am to 4:00pm EST. The lead times below reflect the average time necessary to manufacture and prepare customer orders for shipment. Lead times do not include transit time. Depending on the transport mode used and the distance from our manufacturing/storage location to the final destination, the transit time should be added to these lead times. Order lead time is defined as the time between the date the order is placed and the requested shipping date. Order lead times are subject to carrier availability. Some products may require additional lead time based on material availability. These are the minimum acceptable lead times: Packaged Product – 3 days, Bulk Product – 7 days.
- Rush Lead Time. While business needs can be unpredictable and may require rush orders for same or next day shipment, we ask that our customers share the costs associated with these orders. Same day shipments cannot be accepted. Rush orders are subject to a \$350 Rush Order Fee provided the warehouse has capacity to meet the rush request. Order lead time is defined from the date the order is received to the requested shipping date by the customer. Therefore orders placed on Monday will be available to ship without the fee on Thursday.
- Acceptance and Returns. All orders are subject to approval and written acceptance by an authorized representative of Seller. No product may be returned without Seller's prior written approval and a valid RMA Number. Any change requires written consent and may result in a change in price, delivery, payment, or performance warranties. Custom orders may not be cancelled or returned. A minimum restocking fee plus any additional repackaging or reworking costs, if any, will apply to all approved returns provided that the product being returned has at least 30% of the shelf life remaining, will be applied against material returned for credit. In addition, all applicable freight charges will be the responsibility of the Buyer.
- Change Orders. Changes can be made with no charge to orders at any time up to 3 days prior to shipping. No changes should be made to an order within 3 days prior to shipping. If a change is required within 3 days prior to shipping, then a change surcharge of \$350 will be applied. Therefore, the deadline to change the order scheduled to ship on Friday is close of business on Tuesday.
- Minimum Order Quantities. Orders are accepted in full pallet quantities. Occasionally customers may need to order less than one full pallet of a product. The surcharge to break a full pallet is \$250.
- Winter Liquid Shipments. For quality purposes, most liquid products must be protected from freezing. From the months of October through the first two weeks of April, depending on weather conditions, Company takes precautions to protect products from exposure to the cold. This involves avoiding weekend shipments and requesting carriers to protect from freeze in transit. Freeze protection with freight carriers can result in extra costs or may require a waiver of responsibility. Carriers typically cannot guarantee protection from freezing over weekends, therefore liquids are typically shipped on Monday, Tuesday, or Wednesday only based on transit time.
- Drop Shipments. On occasion, there is a necessity to make a direct shipment on behalf of the Buyer. In the event of a drop shipment, the Seller may assign a drop shipment fee of \$350 at the Seller's sole discretion.
- Freight Surcharge. For prepaid shipments when the Buyer requires less than a full pallet, the Seller may be forced to pay additional freight. For these types of shipments, a "prepaid and add" freight surcharge will be added to the order. The surcharge will be equal to the difference between the actual freight cost vs. the cost that Company would have paid for one full pallet.
- Repairs and Alterations. Any repairs or alterations made to goods shall void all warranties and be at the expense of Buyer unless specifically authorized in writing by Seller. In no event shall Seller accept back charges for unauthorized repairs or alterations.
- Disposal. Buyer shall be responsible and fully liable for the disposal of any product, including, without limitation, spent product or material, and shall perform such disposal in compliance with all federal, state and local laws and regulations relating thereto.
- Prices. Unless otherwise agreed in writing by the parties, freight, insurance and any sales, use, excise, value added or similar taxes or governmental charges, and duties are not included in the price. Buyer shall be responsible for such additional charges. Unless the Company has otherwise specified in writing, prices for the goods are as set forth on the front page of this form. Payment Terms. Net payment is due according to the terms of sale on the front page of this invoice. Payment shall be made on or before the due date in U.S. Dollars to the bank account specified by the company. Late payments will bear interest up to the maximum amount allowed by applicable law. Interest shall accrue from the date the payment is due until the time payment in full has been remitted. The Company may, in its sole discretion, require payment in full in cash prior to any shipment of the goods. Buyer agrees to pay the full purchase price of the goods set forth herein and any other charges and taxes, as referred to in

Section 7 above, regardless of any offset or claim which Buyer may assert. Buyer shall have no right to withhold or set off any payments to compensate for any claims against the Company. Buyer is solely responsible for all expenses related to the collection of past due amounts, including, without limitation, attorneys' fees and costs.

- Warranty. The Company warrants that the goods will conform to the agreed specifications set forth on the front page of this invoice. The Buyer shall be obligated to test and inspect the goods for compliance with the specifications, within a reasonable time after the shipment is received. Upon receipt by the Company of notice from the Buyer that the goods are non-conforming, the Company shall, at its option, correct such non-conformity by replacing or modifying the goods, which shall be the Buyer's sole remedy for such non-conformity. If Buyer fails to notify the Company within fifteen (15) days after receipt of the goods and before the goods have been changed from their original condition, that the goods are non-conforming or short in any respect, then Buyer will be deemed to have waived any rights or claims against Seller related to such non-conformity or shortfall. Seller's liability under this warranty shall be limited to the replacement or repair, at Seller's sole discretion, F. O.B. factory, of any defective product which having been returned to the factory, transportation charges prepaid, has been inspected and determined by Seller to be defective. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
- Limitation of Remedies and Liability. IN NO EVENT WILL BUYER'S DAMAGES OR OTHER RECOVERY FROM THE COMPANY IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY, EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS AS TO WHICH THE CLAIM IS MADE, PLUS COMMERCIAL REASONABLE AMOUNTS INCURRED BY BUYER FOR TRANSPORTATION, CARE, CUSTODY AND RETURN OF THE GOODS. THE COMPANY SHALL NOT BE LIABLE AND BUYER WAIVES ALL CLAIMS AGAINST THE COMPANY, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR ECONOMIC DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST OR PROSPECTIVE PROFITS, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER THEORY. EXCEPT AS PROVIDED IN SECTION 9 ABOVE, THE COMPANY WILL NOT BE LIABLE TO BUYER FOR, AND BUYER AGREES TO DEFEND AND INDEMNIFY THE COMPANY AGAINST, ALL OR ANY PART OF ANY LOSS, DAMAGE OR INJURY TO PERSONS, INCLUDING THIRD-PARTIES AND BUYER'S EMPLOYEES, OR PROPERTY, INCLUDING THAT OF BUYER OR THIRD PARTIES RESULTING FROM BUYER'S PURCHASE, TRANSPORTATION, RECEIPT, HANDLING, STORAGE, PROCESSING, USE OR RESALE OF THE GOODS, ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. Buyer will indemnify and hold the Company harmless from and against all damages, costs and expenses resulting from the special marking of the Goods or container in accordance with Buyer's requests. The remedies of the Buyer set forth herein are exclusive, and the total liability of the Company shall be as set forth above in connection with the goods sold hereunder.
- Indemnity. Buyer shall defend, indemnify and hold Seller, its agents and employees harmless from and against all suits (including reasonable attorneys' fees), including death or injury, arising out of or relating to Buyer's (i) provided specifications, structure, operation, material, or method of making products, including, without limitation, any resulting violation of intellectual or proprietary rights, (ii) use, misuse or disposal of products or materials, and (iii) breach of these Terms and Conditions by Buyer.
- Arbitration: In case of any controversy, claims, or disputes arising out of or relating to these Terms and Conditions or the breach hereof, the parties shall meet to attempt to negotiate an amicable settlement. In the event the parties fail to reach an amicable settlement, Buyer hereby agrees that Seller may, at Seller's sole option, require Buyer to arbitrate any controversy, claim or dispute arising out of or relating to these Terms and Conditions or any other issue. If Seller chooses arbitration, such arbitration shall be conducted in the English language, and shall take place in Georgetown, SC. The arbitration tribunal shall be composed of three arbitrators appointed pursuant to the procedures set forth in the rules of the American Arbitration Association. Judgment may be entered on the award by any court having jurisdiction. Neither party shall have the right of discovery during the arbitration process.
- Governance. Buyer and Seller each agree that these terms and conditions shall govern and control with respect to all orders by Buyer from Seller, and no term, condition, warranty or representation appearing in any purchase order of Buyer or order acknowledgment, invoice or other sales documentation of Buyer, will govern unless agreed to in writing by Seller.
- Nondisclosure. Neither party hereto shall disclose any information regarding any the subject matter hereof or proprietary technical information received from the other party, except to the extent that disclosure is required by law or is otherwise agreed to in writing by the parties.
- Severability. In the event that any provision herein shall be found to be void or unenforceable, this shall not be construed to render any other provisions void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by the Parties.
- Notices. All notices to be delivered in connection with the goods must be in writing and mailed, via first class mail, postage pre-paid, or delivered to such party at the address set forth on the front page of this invoice.
- Representatives. No sales representative or agent is authorized to bind the Company. Orders placed with a sales representative or agent will not be binding on the Company until confirmed in writing by the Company.
- Modifications; Waivers. No modification, waiver or discharge of any of the terms and conditions hereof shall be binding unless such modification, waiver or discharge has been signed by the parties hereto.
- Assignment. Neither party shall assign this agreement without prior written consent of the other party.
- Choice of Law. The validity, performance, construction and effect hereof shall be governed by and in accordance with the laws of the State of South Carolina, without regard to its principles of conflicts of law.
- Export Shipments. If product is being exported outside of the United States, the following statement applies. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
- Cash in Advance. For all orders with payment terms designated as Cash in Advance or any equivalent term, payment shall be required in full prior to the fulfillment of the order. This invoice shall be deemed a proforma invoice until full payment has been received. Title to the goods shall remain with the seller and shall not transfer to the purchaser until payment has been made in full and in accordance with the applicable Incoterms.



INVOICE	540287/RI
DATE	8/11/26
CUSTOMER	3884331

SOLD TO

MEGHNA PVC LIMITED
Fresh Villa" House#15, Road#34, Gulshan
DHAKA

SHIP TO

MEGHNA PVC LIMITED
JHAWHAR, MEGHNAGHAT, SONARGAON,
NARAYANGANJ,
+8801787673678
M.LUTFUL_TCCL@MGI.ORG
00721339-9102

PURCHASE ORDER NO. E12212B MPVC3VSIGMA/22/07		DATE SHIPPED 08/20/2026	TERMS L/C SIGHT
3V ORDER NO. 43610/S7	VAT 51-0228853	DELIVERY TERMS CFR	

ITEM	DESCRIPTION	UM	NET WEIGHT	UNIT PRICE	TOTAL
G0209 VV600	POLIVIC ® S 404 W	KG	20000.00	2.7000/KG	54,000.00
IMPORTANT NOTICE			TOTAL AMOUNT DUE		54,000.00 USD
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			PLEASE REMIT PAYMENTS: By Electronic Transfer: JPMORGAN CHASE BANK ACH ABA# 021052053 ACH Acct # 10262241 Wire ABA # 021000021 Wire Acct # 767567921 Wire SWIFT# CHASUS33		



Carrier: ODFL
Seal # UL-8300889
Container #CAAU5575007
Tracking #00313434482

HS CODE: 3905.30.00
ORIGIN: USA
PACKAGE: IBC
PORT OF LOADING: CHARLESTON, SC USA
PORT OF DISCHARGE: CHATTOGRAM, BANGLADESH
FREIGHT CHARGE: \$2614.00

L/C PARTICULARS & CERTIFICATION (per Documentary Credit No. 134726010232)

Documentary Credit No.: 134726010232 Date of Issue: 30-JUL-2026
Applicant's TIN: 588001322448 Applicant's BIN: 000721339-9102
BEZA Project Clearance No.: PC-20NOV20171000173 dated 24-09-2020
Applicant's Factory Address: Meghna Economic Zone, Jhaw Char, Meghnaghat, Sonargaon PS,
Narayanganj-1440, Bangladesh
Issuing Bank's VAT Reg. No.: 000000248-0002

FOB Value of Goods: USD 51,386.00 + Ocean Freight: USD 2,614.00 = CFR Chattogram: USD 54,000.00

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 - Disposal. Buyer shall be responsible and fully liable for the disposal of any product, including, without limitation, spent product or material, and shall perform such disposal in compliance with all federal, state and local laws and regulations relating thereto.
 - Prices. Unless otherwise agreed in writing by the parties, freight, insurance and any sales, use, excise, value added or similar taxes or governmental charges, and duties are not included in the price. Buyer shall be responsible for such additional charges. Unless the Company has otherwise specified in writing, prices for the goods are as set forth on the front page of this form.
- Payment Terms. Net payment is due according to the terms of sale on the front page of this invoice. Payment shall be made on or before the due date in U.S. Dollars to the bank account specified by the company. Late payments will bear interest up to the maximum amount allowed by applicable law. Interest shall accrue from the date the payment is due until the time payment in full has been remitted. The Company may, in its sole discretion, require payment in full in cash prior to any shipment of the goods. Buyer agrees to pay the full purchase price of the goods set forth herein and any other charges and taxes, as referred to in

Section 7 above, regardless of any offset or claim which Buyer may assert. Buyer shall have no right to withhold or set off any payments to compensate for any claims against the Company. Buyer is solely responsible for all expenses related to the collection of past due amounts, including, without limitation, attorneys' fees and costs.

- Warranty. The Company warrants that the goods will conform to the agreed specifications set forth on the front page of this invoice. The Buyer shall be obligated to test and inspect the goods for compliance with the specifications, within a reasonable time after the shipment is received. Upon receipt by the Company of notice from the Buyer that the goods are non-conforming, the Company shall, at its option, correct such non-conformity by replacing or modifying the goods, which shall be the Buyer's sole remedy for such non-conformity. If Buyer fails to notify the Company within fifteen (15) days after receipt of the goods and before the goods have been changed from their original condition, that the goods are non-conforming or short in any respect, then Buyer will be deemed to have waived any rights or claims against Seller related to such non-conformity or shortfall. Seller's liability under this warranty shall be limited to the replacement or repair, at Seller's sole discretion, F. O.B. factory, of any defective product which having been returned to the factory, transportation charges prepaid, has been inspected and determined by Seller to be defective.
- EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
- Limitation of Remedies and Liability. IN NO EVENT WILL BUYER'S DAMAGES OR OTHER RECOVERY FROM THE COMPANY IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY, EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS AS TO WHICH THE CLAIM IS MADE, PLUS COMMERCIAL REASONABLE AMOUNTS INCURRED BY BUYER FOR TRANSPORTATION, CARE, CUSTODY AND RETURN OF THE GOODS. THE COMPANY SHALL NOT BE LIABLE AND BUYER WAIVES ALL CLAIMS AGAINST THE COMPANY, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR ECONOMIC DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST OR PROSPECTIVE PROFITS, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER THEORY. EXCEPT AS PROVIDED IN SECTION 9 ABOVE, THE COMPANY WILL NOT BE LIABLE TO BUYER FOR, AND BUYER AGREES TO DEFEND AND INDEMNIFY THE COMPANY AGAINST, ALL OR ANY PART OF ANY LOSS, DAMAGE OR INJURY TO PERSONS, INCLUDING THIRD-PARTIES AND BUYER'S EMPLOYEES, OR PROPERTY, INCLUDING THAT OF BUYER OR THIRD PARTIES RESULTING FROM BUYER'S PURCHASE, TRANSPORTATION, RECEIPT, HANDLING, STORAGE, PROCESSING, USE OR RESALE OF THE GOODS, ALONE OR IN COMBINATION WITH OTHER SUBSTANCES.
- Buyer will indemnify and hold the Company harmless from and against all damages, costs and expenses resulting from the special marking of the Goods or container in accordance with Buyer's requests.
- The remedies of the Buyer set forth herein are exclusive, and the total liability of the Company shall be as set forth above in connection with the goods sold hereunder.
- Indemnity. Buyer shall defend, indemnify and hold Seller, its agents and employees harmless from and against all suits (including reasonable attorneys' fees), including death or injury, arising out of or relating to Buyer's (i) provided specifications, structure, operation, material, or method of making products, including, without limitation, any resulting violation of intellectual or proprietary rights, (ii) use, misuse or disposal of products or materials, and (iii) breach of these Terms and Conditions by Buyer.
- Arbitration: In case of any controversy, claims, or disputes arising out of or relating to these Terms and Conditions or the breach hereof, the parties shall meet to attempt to negotiate an amicable settlement. In the event the parties fail to reach an amicable settlement, Buyer hereby agrees that Seller may, at Seller's sole option, require Buyer to arbitrate any controversy, claim or dispute arising out of or relating to these Terms and Conditions or any other issue. If Seller chooses arbitration, such arbitration shall be conducted in the English language, and shall take place in Georgetown, SC. The arbitration tribunal shall be composed of three arbitrators appointed pursuant to the procedures set forth in the rules of the American Arbitration Association. Judgment may be entered on the award by any court having jurisdiction. Neither party shall have the right of discovery during the arbitration process.
- Governance. Buyer and Seller each agree that these terms and conditions shall govern and control with respect to all orders by Buyer from Seller, and no term, condition, warranty or representation appearing in any purchase order of Buyer or order acknowledgment, invoice or other sales documentation of Buyer, will govern unless agreed to in writing by Seller.
- Nondisclosure. Neither party hereto shall disclose any information regarding any the subject matter hereof or proprietary technical information received from the other party, except to the extent that disclosure is required by law or is otherwise agreed to in writing by the parties.
- Severability. In the event that any provision herein shall be found to be void or unenforceable, this shall not be construed to render any other provisions void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by the Parties.
- Notices. All notices to be delivered in connection with the goods must be in writing and mailed, via first class mail, postage pre-paid, or delivered to such party at the address set forth on the front page of this invoice.
- Representatives. No sales representative or agent is authorized to bind the Company. Orders placed with a sales representative or agent will not be binding on the Company until confirmed in writing by the Company.
- Modifications; Waivers. No modification, waiver or discharge of any of the terms and conditions hereof shall be binding unless such modification, waiver or discharge has been signed by the parties hereto.
- Assignment. Neither party shall assign this agreement without prior written consent of the other party.
- Choice of Law. The validity, performance, construction and effect hereof shall be governed by and in accordance with the laws of the State of South Carolina, without regard to its principles of conflicts of law.
- Export Shipments. If product is being exported outside of the United States, the following statement applies.
These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.
- Cash in Advance. For all orders with payment terms designated as Cash in Advance or any equivalent term, payment shall be required in full prior to the fulfillment of the order. This invoice shall be deemed a proforma invoice until full payment has been received. Title to the goods shall remain with the seller and shall not transfer to the purchaser until payment has been made in full and in accordance with the applicable Incoterms.