

Corrosion Materials

2262 Groom Road Baker, LA 70714 United States of America

Tel: 225-775-3675

Quote Date 11/15/19 **Expiration Date** 5 Working Days Quote # SQ0618537

Sales Quote

Fax: 225-774-0514

Sold To: SUPER MATERIALS ONE MEMBER

COMPANY LIMITED 201/15 Le Van Viet Street,

Hiep Phu Ward, District 9, Ho Chi Minh City

Vietnam

Tel: +84 98 9944 746

Fax:

Shipped To: SUPER MATERIALS ONE MEMBER

COMPANY LIMITED 201/15 Le Van Viet Street,

Hiep Phu Ward,

District 9,

Ho Chi Minh City

Vietnam

Customer #	Customer Contact		Payment Terms		Customer Reference	
C0017245CM	CM Anh Bui purchasing@ss-materials.com		To Be Determined		151119	
Freight	INCO Terms	INCO Terms Des	ination Shipping Via		Salesperson	
					Maggie Yang myang@corrosionmaterials.com	

Comments

EX-WORKS HOUSTON, TEXAS STOCK

	Order Qty	Unit	Description	Weight (lb)	Bill Qty	Unit	Unit Price USD	Total
1	6.00	pcs	ALLOY 20 1-5/8" DIA BAR	582.50	24.54	m	206.00	5,054.50
2	1.00		Random 161.0 in Length ASME SB473, ASTM B473, N08020 161" r/l stock ALLOY 20 1-5/8" DIA BAR Random 28.0 in Length ASME SB473, ASTM B473, N08020 28" drop pc in stock	16.88	1.00	pcs	180.00	180.00

	Total Estir	Subtotal	5,234.50		
Тах Туре	Tax Rate	Taxable Amount	Tax	Total Tax	0.00
Tax Exempt	0.00 %	5,234.50	0.00	Total Due	5,234,50

- ALL ITEMS COMBINED FOR PRICING. IF QUANTITY CHANGES, PRICING MAY ALSO CHANGE.
- UNLESS OTHERWISE NOTED, ITEMS IN STOCK GENERALLY SHIP IN 1 3 DAYS.
- QUOTE VALID FOR 5 DAYS.
- ALL ITEMS SUBJECT TO PRIOR SALE.
- BARS ARE 10FT-14FT RANDOM LENGTHS.
- PIPE AND TUBING ARE 17FT-24FT RANDOM LENGTHS.

STANDARD TERMS APPLY. A SERVICE CHARGE OF 1 1/2 % PER MONTH (18% PER ANNUM) WILL BE MADE ON PAST DUE ACCOUNTS. PAYABLE IN U.S. FUNDS. "We hereby certify that these goods were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under section 14 thereof."

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EX-WORKS HOUSTON, TEXAS STOCK

PRECISION MACHINING

Trust our machine shop with everything from conventional parts to sophisticated multi-dimensional close-tolerance components.

WWW.CORROSIONMATERIALS.COM



TERMS AND CONDITIONS OF SALE

(Corrosion Materials)

- 1. CONDITIONS AND LIMITATIONS No order is binding on Seller and no contract is formed until Seller's formal acknowledgment of the order on Seller's own form is sent to Buyer. All orders are accepted by Seller subject to these terms and conditions. Acceptance of Buyer's order is limited to the express terms contained on the face and on the back hereof. Additional or different terms in Buyer's Purchase Order or any attempt by Buyer to vary in any degree any of the terms of this acceptance shall be deemed material and are objected to and rejected. Any special terms or conditions noted on the face of Seller's acknowledgment on which this order is based are incorporated herein by reference, and made a part hereof as though specifically set forth herein. Buyer shall not assign this order or any interest herein or any right hereunder without Seller's prior written consent. These terms and conditions will not be amended, modified or rescinded except by written agreement signed by an authorized representative of each party expressly referring hereto.
- 2. ERRORS Stenographic or clerical errors on the face hereof are subject to correction.
- 3. PAYMENT TERMS Contingent upon credit approval, our standard terms are Net 30 days from date of invoice. A service charge of 1 1/2% per month (18% per annum) will be assessed beyond this date.
- 4. TAXES Seller's prices do not include any federal, state or local sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to sale of the goods hereunder, or to the use of such goods by Seller or by Buyer, shall be paid by Buyer, or in lieu thereof Buyer shall provide Seller with tax exemption certificate acceptable to the tax authorities.
- 5. DELIVERY Unless otherwise stated on the face hereof, all goods are delivered F.O.B. point of shipment. In any event, risk of loss shall pass to Buyer upon Seller's delivery to the carrier. Shipping dates are estimated, and Seller is not liable for delays beyond schedules date.
- 6. WARRANTY Seller warrants, at the time of delivery, that goods sold under this contract will be free from defects in title and will conform to applicable descriptions and specifications, subject to customary tolerances and variations. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Samples supplied pursuant to this order are solely for the purpose of evaluating the suitability if the goods and, as such, the samples are not intended to serve as warranties of any type, either express of implied. If it appears within 10 days from the date of Buyer's receipt of the goods that they patently did not conform to the foregoing warranty at the time they were received by Buyer, or if it appears within 60 days from the receipt that the goods contained latent defects at the time they were received, and Buyer notifies Seller in writing within the applicable 10 or 60-day period and before the goods are processed or altered in any way, Seller, at its option, shall either (a) repair or make available to Buyer a replacement of and defective goods, or (b) refund to Buyer the price paid therefor, BUYER'S EXCLUSIVE REMEDY for the failure of Seller to furnish material conforming to the aforesaid warranty is expressly limited to the repair, replacement or repayment provided for above. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES, EXPENSE, OR EXPENSES BEYOND THE ACTUAL COST OF REPAIR OR REPLACEMENT OF GOODS UNDER THIS WARRANTY, OR THE PRICE PAID FOR SUCH GOODS, WHICHEVER IS LESS.
- 7. CANCELLATIONS An order may be canceled by Buyer only upon written request, and written authorization by Seller, and upon payment of a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors, the expenses already incurred and commitments made by Seller, sales and administrative overhead, and profits.
- 8. PRODUCTS SHIPPED WITHIN THE UNITED STATES The products sold, or to be sold, to the Buyer by Seller are being delivered to the Buyer within the United States. Accordingly, should the Buyer elect to export the products, or any of them, buyer is responsible for complying with any applicable export licensing requirements, as well as compliance generally with filing and other regulatory requirements relating to exports from the United States. Buyer represents and warrants that it understands and accepts the responsibility for obtaining any required export license and complying generally with the United States export-related laws and regulations. Buyer will indemnify and hold Seller harmless against any claims asserted against, or costs or damages incurred or paid, by Seller which arise or result from Buyer's failure to comply with applicable export-related laws and regulations.
- 9. NUCLEAR EXCLUSION- In the event that Seller's products are to be used directly or indirectly in or with any facility in which nuclear fuels or radioactive products or material are used, produced, processed, stored, transported or handled in any way (a Nuclear Facility), the following additional terms and conditions set forth in this Paragraph 9 shall also apply.
 - 1. Any product repaired or replaced thereunder whether under warranty claim or otherwise, shall be decontaminated without cost to Seller to the extent necessary to permit Seller to affect such repair or replacement.
 - 2. Buyer agrees to defend, indemnify and hold harmless Seller from and against (1) all claims of loss of or damage to real and personal property, including damage to any Nuclear Facility, and (2) all claims for personal injury, including personal injury to employees of any Nuclear Facility, arising out of any and all nuclear energy and radiation hazards or out of nuclear incidents.
 - 3. With respect to any property damage and public liability, insurance carried by Buyer will secure from the insurance carrier or carriers waivers of all rights of recovery and subrogation against Seller, and Buyer agrees to defend, indemnify and hold harmless Seller from and against all claims which may be asserted against Seller by such insurance carrier or carriers.
- 10. GOVERNING LAW- This order shall be governed by and construed in accordance with the laws of the State of Louisiana, exclusive of the choice of law rules thereof, and shall not be governed by the provisions of the U.S. Convention on Contracts for the International Sale of Goods, 1980.
- 11. STATUTE OF LIMITATIONS- Any cause of action arising from this order or its breach must be commenced within one year after the cause of action has occurred.
- 12. ENTIRE AGREEMENT; ASSIGNMENTS- This order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties and can only be modified by a writing signed by both parties. No part of this order may be assigned or subcontracted without prior written approval of Seller.
- 13. EXCUSABLE DELAYS/FORCE MAJEUR- Neither party shall be liable for delays or defaults arising from causes beyond its control, including acts of God, acts of war, fires, floods, strikes, freight embargoes and unusually severe weather.