



Sales Number	Sales Date
346919	12/9/24

**Independent Chemical Corporation**

71-19 80 Street Suite 8-202, Glendale, NY 11385

Tel: (718) 894-0700 Fax: (718) 894-9224

**ORDER ACKNOWLEDGEMENT****Sold To:**

AUTO-CHLOR SYSTEMS INC. NJ  
685 GOTHAM PKWY.  
CARLSTADT, NJ 07072

**Ship To:**

AUTO-CHLOR SYSTEMS INC. NJ  
685 GOTHAM PKWY.  
CARLSTADT, NJ 07072

WE HAVE ENTERED YOUR ORDER AS BELOW, SUBJECT TO FINAL CONFIRMATION OF DATE, PACKAGING, PRICING AND FREIGHT AT THE TIME OF SHIPMENT. THIS ORDER MAY NOT BE CANCELABLE AND OR IT MAY BE SUBJECT TO A RESTOCKING FEE.

Date Required	Attention	WHSE	Shipvia			Terms of Payment		
1/2/25	armando	PATE	ICC Truck			Net 30 Days		
Customer PO Number		Phone	Fax	Customer Number				
098323		201-438-2772	201-438-3190	1AUTO68				
Product Name Product Number		Customer Code	Number of Packages	Packaging	Total Quantity	UM	Unit Price	Total Amount

NTA 40% solution 2044A-BULK	21000	1 lb BULK	21000	lb	\$1.02 / lb	\$21,420.00
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**Merchandise Total: \$21,420.00**

\$175.00

**Grand Total: \$21,595.00**

## TERMS AND CONDITIONS

### 1. Conflicting Provisions

Seller's terms and conditions stated in this Document ("Terms and Conditions") shall be deemed controlling notwithstanding any prior or subsequent purchase order or similar document from Purchaser. Purchaser by taking delivery of all or any portion of the items shall be conclusively deemed to have accepted and assented to Seller's Terms and Conditions.

### 2. Purchaser Price and Payment

A. The purchase price for all items shown on the reverse side excludes sales, use, occupation, license, excise and other taxes in respect of manufacture, sale, storage, consumption or delivery, all of which shall be paid by Purchaser. The purchase price for all items is payable in lawful money of the United States. All legal fees due to purchaser non-payment will be the responsibility of the purchaser.

B. BUYER'S CREDIT. In the event Buyer fails to pay for any shipment of goods when such payment becomes due, Seller may terminate or suspend future deliveries of goods hereunder. In the event Buyer's financial worthiness becomes unsatisfactory to Seller, in its sole opinion, Seller may require Purchaser to make cash payments or provide other security for payment before future shipments of goods are provided to purchaser.

C. WEIGHTS AND SAMPLING. Seller's weights and sampling shall govern all settlements hereunder, unless proven to be in error.

D. CONTAINERS. Seller shall at all times retain title in all reusable containers used in shipping the goods. A deposit, in the amount required by Seller, for such reusable containers must be made at the time Purchaser renders payment for the goods. The reusable containers must be kept in good condition not to be used for any materials other than the goods shipped therein and be returned within sixty (60) days from date of shipment. Seller shall refund Purchaser's deposit once Seller receives the reusable containers and original closures in a condition reasonably acceptable to the Seller.

### 3. Warranty

Seller warrants that the products or materials delivered hereunder meet the manufacture's standard specifications for the products or such other specifications as may have been expressly agreed to in writing by Purchaser and Seller. SELLER MAKES NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Purchaser assumes all risk and liability resulting from the use of the products delivered hereunder, whether used singly or in combination with other products. PURCHASER HAS RESPONSIBILITY TO INSPECT PRODUCTS AND ENSURE THAT THEY ARE RECEIVED AS ORDERED, AND IN PROPER CONDITION.

### 4. LIMITATIONS OF LIABILITY

A. PURCHASER HEREBY WAIVES ANY CLAIM AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF DAMAGE TO GOODWILL OR ANY OTHER SPECIAL, DIRECT, INDIRECT OR INCIDENTAL DAMAGES; EVEN IF SELLER HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

B. ALL CLAIMS FOR DAMAGES, SHORTAGES OR DEFECTS IN MATERIAL MUST BE REPORTED BY PURCHASER WITH SPECIFICITY IN WRITING WITHIN 15 DAYS AFTER DELIVERY. SELLER OR ITS REPRESENTATIVES SHALL HAVE THE RIGHT IN THE 15 DAYS AFTER RECEIPT OF SUCH WRITTEN NOTICE TO INSPECT THE MATERIAL IF MORE THAN 15 DAYS SHALL PASS FROM DELIVERY WITHOUT WRITTEN NOTICE TO SELLER, PURCHASER SHALL BE BARRED FROM ANY FURTHER CLAIM RELATING TO THE SHIPMENT. ANY LEGAL ACTION AGAINST SELLER MUST BE BROUGHT WITHIN 180 DAYS OF DELIVERY.

C. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY TECHNICAL OR OTHER SERVICE PROVIDED WITH RESPECT TO PROCESSING, FURTHER MANUFACTURE, USE OR RESALE OF THE GOODS, WHETHER OR NOT PROVIDED BY SELLER AT PURCHASER'S REQUEST.

D. PURCHASER AND SELLER REPRESENT TO EACH OTHER THAT THEY ARE MERCHANTS WITH RESPECT TO THE SUBJECT MATERIALS.

E. MATERIAL SAFETY DATA SHEETS, INCLUDING WARNINGS AND SAFETY AND HEALTH INFORMATION CONCERNING THE PRODUCTS AND/OR THE CONTAINERS PRODUCTS SOLD HEREUNDER, MAY BE FURNISHED TO PURCHASER BY SELLER IN CONNECTION WITH THE TRANSACTION. PURCHASER AGREES TO DISSEMINATE SUCH INFORMATION SO AS TO GIVE WARNING OF POSSIBLE HAZARDS TO PERSONS WHO PURCHASER CAN REASONABLY FORESEE MAY BE EXPOSED TO SUCH HAZARDS, INCLUDING BUT NOT LIMITED TO PURCHASER'S EMPLOYEES, AGENTS, CONTRACTORS OR CUSTOMERS. IF PURCHASER FAILS TO DISSEMINATE SUCH WARNINGS AND INFORMATION, PURCHASER AGREES TO DEFEND AND INDEMNIFY SELLER AGAINST ANY AND ALL LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH FAILURE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJURY, SICKNESS, DEATH AND PROPERTY DAMAGE. SELLER WILL PROVIDE PURCHASER WITH REASONABLE NOTICE AND OPPORTUNITY TO DEFEND IN THE EVENT ANY CLAIM OR DEMAND IS MADE ON SELLER AS TO WHICH SUCH INDEMNITY ARISES.

### 5. Payment and Interest

Payments shall be due in stated terms. And interest will accrue at a monthly rate of 1.5% on past due balances, unless otherwise agreed. Buyer agrees to pay reasonable costs of collection and enforcement, including but not limited to reasonable attorney's fees and actual court costs relating to any claim arising from Buyer's Default.

### 6. Choice of Law, Venue and Forum

Seller and Buyer agree that for all purposes, this is a contract entered into in the State of New York, Queens County. The rights of the parties shall be governed by the laws of the State of New York without reference to conflict of law principles. Any action between Seller and Buyer shall be brought in any State or Federal Court located in Queens County, New York or, at Seller's sole option and discretion, in the State where the goods were delivered or where the Buyer is located. Buyer, by its acceptance of delivery hereof, irrevocably waives objections to the jurisdiction of such courts and objections to venue and convenience of forum. Buyer, by its acceptance of delivery hereof, and Seller, by its delivery hereof, hereby irrevocably waive any right to jury trial in any such proceedings.