



# Madison Chemical Co., Inc.

3141 Clifty Drive  
Madison IN 47250

PHONE: (812) 273-6000 FAX: (812) 273-6002

www.madchem.com E-MAIL : customer.service@madchem.com

Invoice Number	Invoice Date
368026	1/3/24
Order / BL #	Due Date
320381	2/2/24
Ship Date	Order Date
1/2/24	12/29/23

Page 1 of 1

## INVOICE

### Sold To:Acct #203004

BEMIDJI BREWING CO LLC  
211 AMERICA AVE NW  
BEMIDJI, MN 56601

### Ship To:

BEMIDJI BREWING CO LLC  
211 AMERICA AVE NW  
BEMIDJI, MN 56601

	Ship Via		Freight Terms				
	XPO		IBA Ppd & Added				
Purchase Order Number			Sales Representative		Terms		
PO-0217-BN			Joe Doyel		NET 30 DAYS		
QTY SHIPPED	PACKAGING	TOTAL QUANTITY	PRODUCT			UNIT PRICE	AMOUNT
	PROD CODE						

1	55 G Drum (264FG-VC-55)	55	PHOSPHORIC ACID 75%\FOOD GRADE	26.0000 / G	1430.00
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Lot Number:  
0001001666

Packages:  
1

1	55 G Drum (771021-PL-55)	55	MadBrew ACID - HD	9.6300 / G	529.65
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Lot Number:  
2308544

Packages:  
1

1	54 G Drum (791091-VC-54)	54	OXYWAVE	15.7000 / G	847.80
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Lot Number:  
H35-101423-1

Packages:  
1

1	1 E Each (PALLET-EA-1)	1.	PALLET 48" X 44"	17.0000 / E	17.00
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1	1 E Each (PALLETWRHF-E)	1.	PALLETIZE AND SHRINKWRAP (HALF)	10.5000 / E	10.50
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XPO # 949160450

SUBTOTAL 2,834.95

FREIGHT USD 167.40

TOTAL INVOICE \$3,002.35

*Our Federal ID number for 1099 purposes is 35-1021309.*

PLEASE REMIT PAYMENT TO: Madison Chemical Co., Inc • 3141 Clifty Drive • Madison IN • 47250

Payment of all disputed claims must be made to: Joe Todd \* Madison Chemical Co., Inc \* 3141 Clifty Drive \* Madison IN 47250

**MADISON CHEMICAL CO. INC.**  
**TERMS AND CONDITIONS OF SALE**

MADISON CHEMICAL CO. INC.'s ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE BUYER'S ASSENT TO AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF SALE (hereinafter the "Agreement"). Madison Chemical Co. Inc. ("Seller") hereby gives notice of its express rejection to any terms and conditions in the Buyer's purchase order that are inconsistent with this Agreement. The following represent the sole terms and conditions by which Seller will sell its products to, and perform any ancillary services for, Buyer. Receipt of this Agreement and/or the products or services by Buyer without prompt written objection thereto shall constitute an acceptance of this Agreement by Buyer. This Agreement shall apply to any purchase order for goods and/or services whether or not they are referenced in any such purchase order. This Agreement shall supersede all written or printed terms set forth in any purchase order issued by Buyer. This Agreement supersedes all prior written understandings, assurances, and offers. No reference herein to Buyer's purchase order shall in any way incorporate different or additional terms or conditions which are hereby objected to.

**1. PRICES AND PAYMENT:**

(a) The prices specified herein or otherwise stated by Seller are subject to change, without notice, to prices in effect at the time of each shipment. Seller shall submit invoices to Buyer stating amounts due. Payment terms are net 30 days if paid with a check or ACH, unless otherwise agreed to, in writing, by Seller. Payment shall be made in United States dollars. Seller reserves the right to assess, at its discretion, a late payment charge equal to one and one half percent (1.5%) per month on past due balances owed to Seller upon failure of Buyer to comply with this Agreement.

(b) Any tax imposed by any governmental authority on the sale of products referred to in this Agreement shall be paid by Buyer, in addition to the selling price specified by Seller.

**2. INSPECTION AND DELIVERY:** Inspection of products and services shall be done by Buyer or its assigned representative at Buyer's facility. Shipping terms shall be as provided on Seller's quotation. In the event of a loss, where the Buyer is located in the United States, Buyer and Seller agree to reasonably cooperate in filing claims against the transportation company.

**3. PROVISION OF SERVICES:** In addition to selling products, Seller may agree to provide certain advice, recommendations or services to Buyer. Any advice, recommendations or services provided by Seller to Buyer shall be in accordance with the specifications mutually agreed upon in writing by Buyer and Seller and in accordance with then-prevailing professional standards.

**4. WARRANTY:**

(a) Seller warrants that the products delivered and services provided to Buyer hereunder shall conform to the specifications mutually determined by Buyer and Seller. Seller's entire liability and Buyer's exclusive remedy for any and all losses and damages for any cause of action arising out of this Agreement, whether based on contract, negligence, or otherwise, with respect to such products or delivery of such services shall be limited, at Seller's option, to replacement of the nonconforming or defective products and re-performance of the applicable services, or payment to Buyer in an amount to not exceed the purchase price of such products and services. Any claim shall be waived unless made in writing within thirty (30) days of Buyer's receipt of such products or services. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES OR EXPENSES WHATSOEVER WHICH MAY ARISE AS A RESULT OF THIS CONTRACT OR OTHERWISE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS OR THE SERVICES, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS AND/OR SERVICES. This warranty is afforded by Seller only to Buyer. If Buyer elects to afford any warranty to its customers, Seller shall have no liability whatsoever in connection therewith. Employees and sales representatives of Seller are not authorized to make warranties; oral or written statements by them do not constitute warranties and shall not be relied upon. Any action by or on behalf of Buyer or its successors or assigns for breach of this contract must be commenced within one (1) year after the cause of action has accrued.

(b) NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) The provisions of this warranty shall not apply to products and services (1) used for the purposes for which they are not designed or intended; (2) which have been repaired or altered by Buyer or any other third party; (3) which have been subjected to misuse or negligence; (4) which are based on inaccurate or incomplete information provided by Buyer to Seller; (5) which become obsolete by reason of changes in laws, guidance or regulations or (6) which, based on Seller's examination, do not disclose to Seller's satisfaction nonconformance to the warranty.

**5. TECHNICAL ADVICE AND SERVICES:** All technical advice, recommendations and services provided by Seller are created based on information provided by Buyer to Seller, are intended for use only by persons having skill to understand the use of the advice, recommendations and services and are followed by Buyer at its own risk. Buyer hereby agrees and acknowledges that it shall be solely responsible for evaluating any advice, recommendations or services to verify compliance with any governmental laws, regulations or guidance and suitability for Buyer's needs. Seller assumes no responsibility for any changes in laws, regulations and guidance that may occur after the advice, recommendations or services are rendered and Buyer hereby waives all claims against Seller for results obtained and damages incurred from the use of Seller's advice, recommendations or services.

**6. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS:** Buyer SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS Seller and Seller's parent(s), subsidiaries, divisions, affiliated companies and their respective directors, officers, agents, insurers, employees and representatives (collectively referred to as the "Seller Group"), from and against any and all claims, suits, causes of action, liabilities, losses (including death, personal injury and property damage), judgments, obligations, fines, damages, penalties, expenses, attorney fees, settlement funds, and consequential and incidental damages, of any kind or character regardless of theory (including, but not limited to, breach of contract, breach of warranty, tort (including negligence), strict liability, laws and regulations, intellectual property rights or otherwise), arising out of or in any manner relating to or attributable to or allegedly arising out of or in any manner relating to or attributable to the products or the services. BUYER MAY NOT BRING ANY ACTION ARISING OUT OF ANY CLAIMED BREACH BY SELLER OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

**7. PATENT INFRINGEMENT DISCLAIMER:** Seller does not represent that the products may be used, sold, or transferred without infringing patents or other proprietary rights of third parties. Seller does not assume any responsibility nor shall Seller have any liability whatsoever for the infringement by Buyer, its suppliers or its customers of any patent or other proprietary right owned or controlled by any third party.

**8. FORCE MAJEURE:** Any delay or failure of Seller to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its control such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, accidents, labor problems (including lockouts, strikes, and slowdowns) at Seller's facility, its source plant or their suppliers, inability to obtain power, material, labor equipment, or transportation, or court injunction or order.

**9. GOVERNING LAW:** The laws of the State of Indiana (without regard to its conflicts of laws principles) govern all matters arising out of or relating to this order and all of the transactions it contemplates, including without limitation, its interpretation, construction, performance and enforcement. By acceptance hereof, the parties hereby consent to the exclusive jurisdiction and service of process of and venue in the federal and/or state courts located in Jefferson County, Indiana or in the United States District Court for the Southern District of Indiana in the event of any suit arising out of this Agreement.

**10. ENTIRE AGREEMENT:** This Agreement, together with any attachments, exhibits, or supplements specifically referenced in this Agreement, shall constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

**11. AMENDMENT:** No agreement or understanding varying or expanding this Agreement shall be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

**12. SEVERABILITY:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. In the event such provision is deemed severed, the parties shall negotiate in good faith to arrive at an alternative arrangement approximating the original business objective of the parties. The remaining terms and conditions of this Agreement shall remain in effect.

**13. ASSIGNMENT:** This Agreement is not assignable by Buyer without Seller's prior written approval.

**14. NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

**15. NO AGENCY:** This Agreement does not constitute either party being the agent or legal representative of the other party. Neither party is authorized to create any obligation on behalf of the other party.

**16. INSOLVENCY:** In the event of the insolvency or bankruptcy of Buyer, or upon the appointment of a receiver for Buyer or its reorganization for the benefit of creditors, Seller may terminate this Agreement. In the event of termination in accordance with this paragraph, Seller shall not be obligated to deliver any products under this Agreement.

**17. ATTORNEY'S FEES:** In the event Seller should bring an action for enforcement of this Agreement, Buyer agrees that Seller shall be entitled to award of its reasonable attorney's fees and court costs associated with such enforcement proceedings. NOTE: Customer acknowledges and accepts that a service charge will be added to past-due invoices each month in the amount of 1.5% (annual rate 18.0%). Customer agrees to pay all costs of collection, including attorney fees.

**18. CUMULATIVE REMEDIES:** The rights and remedies herein reserved to Seller shall be cumulative and additional to any other or further rights and remedies provided at law or equity.

**19. EXPORT LAWS:** This Agreement shall be subject to, and Seller and Buyer shall comply with, all export control laws, regulations, rules, orders, licenses, requirements, and governmental requests now or hereafter in effect in the United States of America. To the extent any sale of products pursuant to this Agreement may require approval of the United States Government, Seller's obligations under this Agreement are conditioned upon the grant of such approval and upon compliance by Buyer with any restrictions imposed by the United States Government in connection with such approval.

**20. NO INDUCEMENTS:** The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.