



Expand your brand.

Terms and Conditions

1. **General.** The following terms and conditions apply to the sale of Product between the Purchaser and Ezzell Enterprise, Inc dba LSI Graphics, LLC; LSI Technology, LLC; LSI ID, LLC ("The Company"), collectively, "the Parties." Acceptance of your order is conditioned upon your assent that the terms and conditions set forth herein shall constitute the sole terms and conditions of this contract. Any terms or conditions stated by Purchaser in any separate purchase order, agreement, or document related to the Product which are in conflict, different from, or in addition to the terms and conditions herein shall not be binding unless separately and expressly agreed to in writing by an authorized officer of The Company. If Product is shipped to a location other than Purchaser's facility, the Purchaser remains fully obligated and subject to the terms and conditions set forth herein.
2. **Payment.** Purchaser agrees to pay for the Product on the terms described in its Invoice, which is payable in lawful money of the United States. The Company reserves the right to charge Purchaser a late payment charge of up to one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) on any unpaid account balance outstanding beyond the terms set forth in its Invoice. Purchaser further agrees to pay The Company any and all costs, including reasonable attorneys' fees, incurred by The Company in connection with collection of any amounts due from Purchaser under its Invoice.
3. **Warranties.**
 - a. The Company warrants that Product conforms to the specifications listed on the Purchase Order. The Company has no control over the Product's use and does not guarantee results. Products are offered for sale only on the condition that Purchaser assumes full responsibility for the results whether used or claimed to have been used according to label and/or instructions.
 - b. THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO SUCH WARRANTIES SHALL BE IMPLIED BY LAW, USAGE OF TRADE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER BASIS.
 - c. No agent of The Company is authorized to alter any warranty in this section 3 in any way except in writing, signed by an authorized representative with a specific reference to this paragraph. To be valid, any document signed by The Company in accordance with this section 3 must be signed by an officer of The Company.
4. **Responsible Practices.** Purchaser will (i) be solely responsible for determining the suitability of the Product in Purchaser's formulations and applications prior to use, (ii) familiarize itself with any Product literature, including any safety data sheet (SDS) for the Product; (iii) adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the Product, and the containers thereof, including such special care and practices as Purchaser's use of the Product requires including, without limitation, all such practices required by federal, state and local government statutes, rules, regulations or ordinances; (iv) provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the Product, and the containers thereof, including without limitation information contained in any SDS; and (v) comply with applicable health, safety, security and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment.

5. **Liability Limitation; Remedies.** The exclusive remedy against The Company for any claim arising out of the Purchaser's order, The Company's Invoice or these Terms and Conditions, whether or not related to Product delivered or non-delivery, or any alleged negligence, breach of warranty, strict liability in tort or any other cause of action against The Company, whether statutory, common law or otherwise, is that Purchaser shall have the option of either (i) replacement of the Product at no additional charge to the Purchaser, plus reimbursement of any transportation costs paid by Purchaser regarding such replacement Product and/or the return of original Product or (ii) repayment of the purchase price paid for the Product that is the subject matter of the claim plus reimbursement of any transportation costs paid by Purchaser. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM. PURCHASER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED. No agent of The Company is authorized to alter the limited liability provisions of this section 5 in any way except in writing with a specific reference to this paragraph. To be valid, any document signed by The Company in accordance with this section 5 must be signed by an officer of The Company.
6. **Choice of Law and Venue.** These Terms and Conditions, for all purposes, shall be construed in accordance with the laws of Tennessee, without regard to conflicts of law principles. Any action or proceeding by either of the parties arising out of or relating to the Purchaser's order, The Company's Invoice or these Terms and Conditions, shall be brought only in a state or federal court located in the state of Tennessee, county of Shelby. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.
7. **Inspection; Claims.** Purchaser shall promptly, and in any event prior to use or commingling, inspect Product shipments for any damage to packaging, shortage, or non-conformance to its order or The Company's Invoice. All claims for damage to packaging, shortage, or non-conformance which could reasonably be discoverable in the course of such investigation shall be waived unless Purchaser timely notifies The Company pursuant to this section. WITHIN 30 DAYS AFTER PURCHASER LEARNS, OR SHOULD REASONABLY HAVE LEARNED, OF ANY CLAIM WITH RESPECT TO PRODUCT, PURCHASER WILL INFORM THE COMPANY IN WRITING OF THE CLAIM OR THE CLAIM IS WAIVED.
8. **Indemnity.** The Company has no control over the Product once it is shipped to Purchaser or its designated agent. Purchaser assumes all responsibility for and agrees to indemnify and hold harmless The Company and at The Company's option, defend The Company from and against any and all losses, claims, expenses, causes of action, demands, liabilities, damages, suits, including, without limitation, fines, costs, penalties, litigation expenses, judgments, settlements and reasonable attorneys' fees and any and all other damages or expenses of any nature asserted against incurred or suffered by The Company (collectively, "Claims") in any way relating to or arising out of:
 - a. any act or omission by Purchaser in violation of any applicable statute or regulation, including, without limitation, any federal, state, or local laws, regulations, or ordinances relative to the generation, storage, transportation, disposal or handling of hazardous waste or hazardous material, as defined by such federal, state or local laws relating to the Product;
 - b. any third party claims for any sickness, death or injury to persons, damage to property or economic loss arising from or in any way relating to (i) the handling, use, sale, distribution or disposal by Purchaser of Product delivered, (ii) the handling, use or disposal by any person of any Product delivered in a manner contrary to The Company's label instructions and/or the SDS (iii) the handling, use or disposal by any person of any product for which the Product delivered by The Company is, or is alleged to be, a component, or (iv) any conduct of Purchaser which is otherwise not in accordance with reasonable business standards; or

- c. Purchaser's noncompliance with any of its obligations under these Terms and Conditions.

Further, if a patent infringement claim arises out of Purchaser's specifications, Purchaser shall indemnify and hold The Company harmless from all any associated Claims. This obligation of indemnity shall survive termination of any agreement between the Parties, the performance and/or termination of any business relationship between Purchaser and The Company and shall apply regardless of the persons or Parties at fault except with respect to events which have been judicially determined to be proximately caused by the sole negligence of The Company.

9. **Title; Risk of Loss; Containers.** Title to Products and Product containers and risk of loss of shall pass to Purchaser upon The Company's placing the Product into the possession of a transportation carrier at The Company's facility unless expressly agreed in writing otherwise. With respect to any Product returned to The Company, risk of loss shall remain with Purchaser until the returned Product is received by The Company at the original shipping point or at such other location as The Company may designate. Any return of Product shall be subject to the prior approval of The Company and is subject to a restocking fee of 20%. Purchaser shall be solely responsible for proper recycling/disposal of Product containers.
10. **Non-Disclosure of Confidential Information.** Purchaser acknowledges and agrees that any and all confidential information and/or trade secrets of The Company, including but not limited to The Company's pricing, processes, technologies, formulas, suppliers, financial information, and any legal matters, shall be, and shall perpetually remain, the sole and exclusive property of The Company. For as long as any such information and/or trade secrets remain confidential and/or trade secrets, Purchaser hereby covenants and agrees (i) to hold such confidential information and/or trade secrets in the strictest confidence and (ii) not to, whether directly or indirectly, use, disseminate, disclose and/or permit any person to obtain and/or have access to any confidential information and/or trade secrets unless receiving party has obtained the prior written consent of The Company. Purchaser further covenants and agrees to use commercially reasonable efforts to protect, maintain and safeguard all information, documents and/or other items that contain and/or embody or that may contain and/ or embody confidential information and/or trade secrets.
11. **Severability and Reservation of Rights.** If any provision of these Terms and Conditions is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, the rest of these Terms and Conditions and The Company's Invoice will remain in effect as written. No failure or delay by The Company in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any such right hereunder.