



DEGESCH AMERICA, INC.  
P.O. Box 116  
Weyers Cave, VA 24486

## PURCHASE REQUISITION & GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES

This agreement is by and between: \_\_\_\_\_ ("Buyer")  
DEGESCH AMERICA, INC. ("Degesch") -and- \_\_\_\_\_  
PO BOX 116 \_\_\_\_\_  
Weyers Cave, VA 24486 \_\_\_\_\_

Items Ordered:	Quantity:	Unit Price:	Extended:	Prepaid Freight (Y or N):
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No

- Upon receipt and acceptance of a product purchase request from Buyer, Degesch shall provide the available products at the listed purchase price, as detailed in this purchase order agreement.
- This agreement shall apply to all product sales between Degesch and Buyer. Notwithstanding the foregoing, each product shipment from Degesch to Buyer shall constitute a separate and independent transaction and Degesch shall be entitled to be paid in full by Buyer for each such shipment without regard to any other.
- Buyer will promptly pay Degesch the amount stated in the purchase order, plus any applicable taxes and fees. Payment is due within 30 days of the purchase order. Buyer is liable for collection costs for past due accounts and/or for any breach of this agreement by Buyer, including Degesch's reasonable attorneys' fees.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, DEGESCH DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- To the extent the products include products regulated by the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") and any related federal, state, or local laws, Buyer represents and warrants that it is properly licensed to purchase such products and will utilize them in accordance with label directions through a qualified or certified applicator, in accordance with federal, state and local laws. Degesch shall not be liable for injury or damage caused by Buyer's use or misuse of such pesticide products. Degesch does not guarantee complete control of the target pests or that commodities and treatment area will be free from re-infestation upon use of the products.
- Buyer agrees to indemnify, defend, and hold harmless Degesch and its affiliates, officers, employees, and agents from all claims, demands, causes of action, losses, damages or expenses, including costs and attorneys' fees, that arise as a result of use, handling, storage, or disposal of the products sold hereunder or any violation of the terms of this agreement.
- Charges for the products sold hereunder are not related to the value of Buyer's premises or other property. Amounts payable by Buyer do not warrant Degesch assuming risk of incidental or consequential damages, including to Buyer's property, commodities, equipment, downtime, or loss of business. Accordingly, to the extent permitted by applicable law, in no case shall Degesch be liable for any special, incidental, or consequential damages relating to the products sold hereunder, including those arising from the use, handling, storage, or disposal of the products.
- The exclusive remedy for any claims, losses, injuries, or damages (including claims based on breach of warranty, breach of contract, and negligence) relating to the products, including but not limited to those arising from the use, handling, storage, or disposal of the products, shall be either the purchase price of the products or, at the election of Degesch, replacement of the products.
- This agreement shall be interpreted and enforced in accordance with the laws of Delaware, without regard to any conflicts of law provisions or principles thereof to the contrary. In all court proceedings brought in connection with this agreement, the parties consent to exclusive personal jurisdiction by, and venue in, any state or federal court located in or about Augusta County, Virginia. If any provision of this agreement is determined to be invalid or unenforceable as written, the remaining provisions shall be interpreted as if such invalid or unenforceable provisions were not included herein.
- Degesch offers, and Buyer accepts, the products subject to the foregoing terms and conditions, which may not be modified except by written agreement signed by an authorized representative of Degesch. If Buyer is in default with respect to any terms or conditions of this agreement, then, in addition to any other legal remedy available to Degesch, Degesch may, at its option, halt further shipments hereunder until the default is remedied, or, in its sole discretion at any time, terminate this agreement without prejudice to its rights.

### DEGESCH AMERICA, INC.:

_____ Authorized Signature	_____ Date
_____ Name	_____ Title

### FOR BUYER:

_____ Authorized Signature	_____ Date
_____ Name	_____ Title