

Surface Guard Inc. – A Division of SG PolyMask LLC, an Illinois corporation (“SGP”) makes every effort to provide end-to-end customer service. Please reference standard terms, conditions, warranty and return authorization requirements for products specifically manufactured in our Aurora, IL and Conover, NC facilities.

**Credit and Payment Terms:**

All customers are subject to initial credit approval and/or credit review. All orders are subject to written credit review and/or approval. If it is necessary to bring legal action to enforce the collection of sums due SGP, SGP shall collect its costs and expenses, including reasonable attorneys’ fees, in addition to all other sums due. Any accounts having unpaid invoice(s) 15 days past due will be placed on hold and shipment of future orders held until the account is current. Accounts with a balance of 30 days past due or older will be subject to a 1.5% service charge.

**Pricing, Terms, Quantities and Freight Charges:**

SGP provides written price quotes for all products. The customer is responsible for all testing and determinations of the correct SGP product for their use. The price quoted will be FOB Mill unless otherwise stated on the written quote. SGP’s standard terms are 1%, 10 Net 30 (excluding freight charges). We reserve the right to change these terms for any specific order at any time. The prices are generally quoted and will be valid for 60 days from the date of the written price quotation. SGP reserves the right to update or revise the original quote, if it has not been accepted in writing and received by SGP within 60 days or the time period specified in the written quote. All SGP products are custom made for each order. The quantity shipped may be different than the quantity ordered. We reserve the right to over (under) ship by 10% (the industry standard).

**Storage and Handling of SG PolyMask Products:**

SGP recommends that all products be stored and applied indoors at room temperature (60<sup>o</sup>-80<sup>o</sup> F) and humidity levels between 40%-60%. All products should be rotated so the “first-in, first-out” inventory method is utilized. The SGP surface protection products (adhesive) should be used within 6 months of receipt. Any SGP cohesive products should be stored in a closed container and within the stated environmental conditions. Products should be applied to a clean, dry surface.

**Warranty, Limited Remedy and Disclaimer:**

Unless an additional warranty is specifically stated on the applicable SGP product packaging or product literature, SGP warrants that each SGP product meets the applicable product specification at the time SGP ships the product. SGP MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. If the SGP product does not conform to this warranty, then the sole and exclusive remedy is, at SGP’s option, replacement of the SGP product or refund of the purchase price.

**Product Use:**

SGP’s recommendations do not constitute any warranty, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Many factors beyond SGP’s control and uniquely within user’s knowledge and control can affect the use and performance of a SGP product in a particular application. Given the variety of factors that can affect the use and performance of a SG PolyMask product, user is solely responsible for testing and evaluating the SGP product and determining whether it is fit for a particular purpose and suitable for user’s method of application. Please see our recommended Best Practices to ensure optimal product usage and performance.

**Limitation of Liability:**

Any use of an SGP product other than the intended use will void any limited warranty. Except where prohibited by law, SGP will not be liable for any loss or damage arising from the SGP product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability. SGP’s products are not responsible for any secondary liability.

**Return Policy:**

If an SGP product is determined by SGP to be defective, a written authorization will be issued along with instructions for returning the material. Any authorized returns will be eligible for product replacement OR credit ONLY, as the particular situation warrants. Prior to authorizing the return of any material, SGP reserves the right to inspect the material or require a sample of the material that is proposed to be returned to SGP for analysis. SGP may require the material be retested to determine if it is defective prior to authorizing any return. All material considered for return must have been stored and handled in accordance to the terms hereof, including the return of material within 6 months from the date of shipment.