

Sale Terms and Conditions

By completing and submitting an order to CALAMCO (“Seller”), you acknowledge and agree on behalf of yourself and your company (“Buyer”) as follows:

Warranty

- Seller warrants to Buyer that the products sold by Seller (the “Purchased Products”) will materially conform to the published specifications and will be free from material defects. **EXCEPT FOR THE FOREGOING STATEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PURCHASED PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; or (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. REMEDIES FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE PAID BY BUYER FOR THE PURCHASED PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (d) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

Indemnification

- By completing your purchase, you acknowledge and agree that you have the necessary knowledge and skill to use the Purchased Products and further take all responsibility as to the appropriate handling, transport, storage, and use of the Purchased Products. You further agree to indemnify, defend and hold harmless Seller and its officers, directors, employees, and agents (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement relating to or arising out of or resulting from any claim by a third party in connection with Buyer’s handling, transport, storage and use of the Purchased Products. Buyer shall not enter into any settlement without Seller’s or Indemnified Party’s prior written consent. **IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF LAW OR OTHERWISE,**

EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PURCHASED PRODUCTS.