

Grolltex, Inc. Terms and Conditions of Sale

All products sold by Grolltex, Inc. are subject to the following Terms and Conditions, interpreted under the laws of the State of California.

All prices are in US dollars, and are subject to change, and to a minimum order requirement. Prices do not include shipping, any applicable taxes or customs charges, which must be paid by the Customer.

Please confirm prices and delivery when ordering; price quotations are normally valid for 30 days, unless reconfirmed by GROLLTEX.

Quotations and delivery estimates should be requested and confirmed by email, for any non-standard items or quantities required. Please contact the GROLLTEX Support department for details.

All orders are subject to acceptance by GROLLTEX. Please consult the GROLLTEX website, at www.Grolltex.com.

Shipping and handling for small shipments is a minimum of \$18 for domestic orders, and normally \$75-\$110 for foreign orders.

Customers may have shipping billed to a designated carrier if the customer has established an account with Grolltex to enable this.

FOB point of all shipments from or to GROLLTEX is San Diego, California. Overnight shipment is available, at extra cost. If you request partial order shipping then you are responsible for the additional shipping fees of the future shipments.

Insured shipments: Shipments are to be insured at the Customer's expense.

Payment Terms. Net due at time of order, unless other arrangements are made with GROLLTEX Customer Support and confirmed by email.

Payment Methods accepted are listed on the website. If paying by wire transfer, there is a \$50 wire transfer fee to cover the costs of receiving it.

Foreign Sales. Prices in GROLLTEX published Price Lists are domestic (USD) list prices; for foreign shipments, please make required conversion to USD. Payment of applicable customs fees, taxes, etc. is the Customer's responsibility. Payment is to be made by Credit Card, Wire Transfer, or Irrevocable Letter of Credit, unless other arrangements are made with GROLLTEX Customer Support and confirmed by email. Foreign shipments may only

be made in compliance with any applicable US export control laws; end-user information may be required to obtain an export license.

<u>Limited Liability</u>. All material is sold by GROLLTEX "as is". The suitability of graphene or graphene related end products for a particular application is the responsibility of the Customer to determine, as is compliance with all relevant patents, laws, safety procedures, and regulations.

The liability of GROLLTEX shall be limited to the sales price; no other warranty is expressed or implied. Graphene properties given should be considered as nominal values obtained from representative samples, rather than as specifications.

<u>Material Returns/Refunds</u>. Graphene is sold "as is". If the product is shown to be defective within 30 days of receipt, please email us at support@grolltex.com. Please do not return material to Grolltex before obtaining proper authorization, and email confirmation. Any return shipments to Grolltex should be prepaid, FOB San Diego CA, insured, and contain a copy of the original purchase order. If material proves to be defective, GROLLTEX will replace it or refund the purchase price as worked. Returns typically take 2-3 days to process internally + shipping time each direction

Privacy Policy. Grolltex will never sell customer information or email lists. All information collected is for internal use only.

Customer Warrants that they will comply with all current or future safe handling protocols or EPA reporting requirements as appropriate.

All sales are for Research and Development use only! For commercial applications please contact us to discuss the necessary filings.

GROLLTEX only provides materials to "Qualified Industry Professionals" as defined by the US EPA. By Accepting these Terms & Conditions you are hereby attesting that you meet these criteria.

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