

OFFER, GOVERNING PROVISIONS AND CANCELLATION. This writing constitutes an offer or counter-offer by Chase Corporation ("Seller") to sell the goods and/or services described on the front side hereof in accordance with these terms and conditions, is not an acceptance of any offer made by buyer and is expressly conditioned upon assent to these terms and conditions. No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing. Seller hereby objects to any such additional or different terms or conditions contained in any purchase order or other communication heretofore or hereinafter received from buyer. No order may be cancelled or altered by buyer except upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent.

PRICES. The prices stated on the front side hereof are EXW (Incoterms 2000) Seller's plant and are based on the quantities specified for delivery in a single lot unless otherwise indicated on the front side hereof. Such prices are subject to adjustment by Seller for any change made by buyer and approved by Seller in quantities, delivery or other terms hereof. All prices are payable in United States Dollars. All prices are subject to change upon notice and the price of goods on order but unshipped will be adjusted to the price in effect at the time of shipment.

PAYMENT. Payment terms are net thirty (30) days after shipment unless Seller requires payment in advance; provided, however, that payment of the full amount of any invoice shall become immediately due and payable in the event that any payment thereon is not made when due. Buyer agrees to pay the maximum interest allowable under state law on any late payments. Payments are to be made only at Seller's main office, unless otherwise specified in writing by Seller. Buyer agrees to pay all costs including attorney's fees arising in connection with the collection of late payments.

TAXES AND FEES