

# THE BLACK TAI SALT COMPANY



MOST BLACK TAI SALT CO. PRODUCTS MANUFACTURED BY  
ISO 9001:2000 & HACCP CERTIFIED COMPANIES

441 Fairview Avenue | Fairview, New Jersey 07022  
Fax: (201) 444-5841

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JANUARY 2, 2009

## RETURN BY: February 10, 2009

The Black Tai Salt Company is pleased to offer \_\_\_\_\_ the following pricing and quantities of bagged products produced by and for The Black Tai Salt Company for the 2008-2009 season. To confirm and accept this quotation, please sign the acceptance and return (mail or fax) by the date shown above.

### **Pricing:**

Pricing is in effect through March 10, 2009 for the bag total shown below. Any delivered prices are based upon full truckloads, and or full rail car loads, specific for the delivery address shown below. Agreeing company, will be billed at the current transportation rate. The Black Tai Salt Company designates all fuel surcharges. Rates do not include Fuel Surcharges (FSC). Responsible party will be charged the current Fuel Surcharge Rates. Contact your representative to validate FSC. All fees incurred while transporting customer products will be charged to the account listed below.

#### **Price Per Bag:**

##### FOB Long Beach, California:

**Item:** Undried Solar Salt

**Price:** \$ xxx

**Total Cost:** \$ xxx,xxx

##### FOB Newark, California:

**Item:** White Crystal Solar Salt

**Price:** \$ xxx

**Total Cost:** \$ xxx

##### FOB Perth Amboy, New Jersey:

**ITEM:** White Crystal Solar Salt

**PRICE:** \$ xxx

**Total Cost:** \$ xxx

The Black Tai Salt Company agrees to supply up to 100% of the committed bags, and the Customer guarantees to purchase 100% of the committed bags during the term of this contract. The Black Tai Salt Company shall invoice the customer for any shortfall below the 100% customer guarantee. **Contracts are a one year term, from date of the first order, unless otherwise noted. The Black Tai Salt Company reserves the right to limit bags if circumstances exceed The Black Tai Salt Companies ability to control and is at the sole discretion of The Black Tai Salt Company.**

Do you wish to change the bagged commitment? My new commitment is: \_\_\_\_\_ bags.  
Reason for Change: \_\_\_\_\_

\*Please note, if there is a significant change in commitment, greater than 4%, pricing may change. Purchases must begin by 3/01/2008. Purchases are subject to Terms and Conditions. **Sold as-is, where-is. We invite your inspection prior to sale. Terms: Irrevocable 20% deposit in advance. Remaining Terms are on a NET15 basis.**

### **To Place Orders:**

CONTACT YOUR SALES REPRESENTATIVE:

**7:40am-6:40pm EST Monday-Saturday**

**Fax: (201) 444-5841**

**24 Hours a Day – 7 Days A Week**



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## Confirm Account Information

Please review your account information and make any changes below.

Mailing Address:

Delivery Address:

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## Acceptance

I accept The Black Tai Salt Companies price for the 2008-2009 season and will purchase 100% of the committed bags listed above.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Please make a copy of this complete form for your records.  
This is your confirmation; No further acknowledgment will be sent; This is not an order.

## TERMS AND CONDITIONS

**№1** All orders are subject to the conditions set forth within this documentation, and no agreement or other understanding in any way modify or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.

**№2** This price quotation does not include sales, use, or any other tax, which will be added to the price, if applicable. Buyer is responsible for all Customs fees.

**№3** Terms of payment are listed in detail within the credit application. Refer to the credit application for further clarification. Sold as-is, where-is. We invite your inspection prior to sale. Products may not be returned or exchanged for any reason.

**№4** Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice, or other weather related problems, international or domestic. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the seller.

**№5** All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within five (5) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.

**№6** Seller warrants the material sold hereunder is suitable for its intended purpose only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. This warranty is exclusive and in lieu of all other warranties, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

**№7** Delivered prices are based upon full truckload. Buyer is responsible for securing all transportation unless otherwise agree on. All products are sold where is unless otherwise noted. Please give at least 48 hours notice prior to pick-up if applicable. If The Black Tai Salt Company or any of its authorized affiliates provide logistics services, the Buyer is responsible for unloading all products from trailers.

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**N<sup>o</sup>8** The Black Tai Salt Company uses the following measurements:

- One Ton is equal to 2,000 pounds
- One Metric Ton is equal to 2,200 pounds
- 880, 50 pound bags per Palletted Truck-Load.
- 50 pounds is equal to 22 kilograms

**N<sup>o</sup>9** All sales are final and products may not be returned for any reason at anytime.

**N<sup>o</sup>10** All expenses not included in original invoice, including but not limited to transportation, management fees, distribution costs, unforeseen expenses, drayage, detention fees, demurrage and any other costs incurred by the Seller with connection to the sale of the items listed within this agreement shall be billed to the Buyer in their entirety. The Buyer will have 15 days from the date of invoice to remit the total amount due to the Seller. The Buyers failure to remit payment will be considered a direct break in the terms and conditions set forth in the credit application. The Black Tai Salt Company reserves the right to deny credit to anyone, for any reason.

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END.