

Northern Technologies International Corporation Prototype Product and Sample Waiver of Liability

1. Description

The receiver/purchaser ("Client") has agreed to test/evaluate and/or ordered various prototypes/samples, commercially unavailable trial products (the "Products") from Northern Technologies International Corporation ("NTIC"). By accepting to test/evaluate and/or purchasing the Products, Client agrees to be bound by the terms of this Waiver.

2. Release of Liability & Limitation of Liability

Client acknowledges that the Products are of a prototype nature, have not been subject to rigorous testing and are subject to changes, including but not limited to, formulation, claims, physical properties, availability, pricing, packaging, etc.

Client further acknowledges that the use of the Products could result in damage of client's equipment/parts/material/process including but not limited to, production down time, equipment stoppages, damage, discoloration, corrosion, process system failure, etc. Improper use of Products beyond NTIC's recommendations could result in health hazard, injury and/or loss of life.

Client agrees to indemnify NTIC, defend NTIC, and hold NTIC harmless for all liabilities incurred or alleged as a result of the Products, or arising out of the use of the Products. In no event shall NTIC's liability under this Waiver exceed the purchase price paid by Client to NTIC for the Products.

3. Proprietary Information

Client agrees not to reverse engineer or attempt to derive the composition or the underlying information of the Products or to send Products out to third party without written approval from NTIC.

3. Warranty

NTIC warrants that the Products will arrive undamaged and made in accordance to the Products prototype specifications when received by Client.

In the event that the Products are damaged upon receipt, Client shall notify NTIC and ship the damaged Products back to NTIC. NTIC will send, at NTIC's sole discretion, either a replacement Product or a refund, within ninety days. This Warranty shall be effective for returns received within ninety days of the initial delivery of the Products. NTIC will not accept a return for any other reason.

Because the Products are specially-made, and are prototype in nature, it is Client's responsibility to ensure manufacturing/process compatibility, safe, and other considerations necessary before purchasing the Products. NTIC DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. The foregoing constitutes Client's sole and exclusive remedy under this Waiver.

4. Severability

The unenforceability of any portion of this Waiver shall not render the remainder of the Waiver invalid or unenforceable.

5. Acceptance

Client will be deemed to have accepted this Waiver by testing/evaluating and/or purchasing Products designated as "Prototype or Trial" and/or whose description includes a link to this waiver and states that purchase constitutes acceptance. NTIC will at its sole discretion further require Client to sign a copy of this waiver when deemed necessary.

By Client:

COMPANY: _____

ADDRESS: _____

NAME: _____

TITLE: _____

DATE: _____