

TEXAS RAW CRUDE Terms and Conditions

Texas Raw Crude is engaged in the business of selling samples of crude oil from the Texas Permian Basin region for science and education purposes only. Texas Raw Crude is not in the business of producing, refining, or otherwise extracting or treating the samples, and obtains its samples from a variety of sources. Use of this product for anything other than its intended purpose is a violation of Federal law. By using the products and/or services of Texas Raw Crude, you, the customer, agree to be bound by the following terms and conditions, which together with your purchasing invoice, comprises the entire agreement between you and Texas Raw Crude.

1. Acceptance: ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. NO VARIATION FOR THESE TERMS AND CONDITIONS WILL BE BINDING UPON TEXAS RAW CRUDE UNLESS AGREED TO IN ADVANCE, AND IN WRITING, AND SIGNED BY A PRINCIPLE OR AUTHORIZED REPRESENTATIVE OF TEXAS RAW CRUDE.

2. Specifications: Product specifications are subject to change without notice.

3. Damaged Shipments: You are responsible for inspecting the product before accepting delivery. If any external damage is noticed, accept the shipment only after the driver has noted the damage on both his and your copies of the delivery receipt and you have requested an inspection by the carrier. If an inspection is necessary, please keep all the packing and shipping materials for the inspection. If upon opening a shipment, you believe an item is missing, you must report the issue to us within the first 24 hours of the first business day after delivery of merchandise and to the carrier within 15 days. Texas Raw Crude reserves the right to repair a damaged product, where applicable, before replacement or credit is determined.

4. Delivery: Shipping and handling fees may apply, including any fees imposed by government regulation for the transportation of hazardous materials.

5. Payment Terms: Payment is required in advance. Texas Raw Crude reserves the right to withhold shipping of orders until all funds have been collected and cleared by financial institutions.

6. Warranties and limitations of Liability:

(A) Warranties and limitations of Liability of Texas Raw Crude to the original customer only is that the Product is raw crude oil produced in Texas.

(B) THIS PRODUCT IS BEING PROVIDED ON AN "AS IS" BASIS. TEXAS RAW CRUDE MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, OR THE PRODUCT SOLD, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(C) The liability of Texas Raw Crude under this limited warranty does not extend to any Products misused by the Customer, or any other persons or entities, or which becomes defective or non-conforming through the action or actions of the Customer or any other persons or entities. A defective or non-conforming Product is defined only as a Product which does not conform to the description set forth in 6(A), and shall not include Products that fail to meet any fitness of use by the Customer or any unique Customer operating conditions and/or applications.

(D) If any Product or service warranted hereunder proves defective or non-conforming, Texas Raw Crude's sole liability and Customer's sole remedy hereunder shall be for Texas Raw Crude to replace the Product at no cost to the Customer, or credit your account for all amounts paid with respect to the defective or nonconforming product except for any and all regulatory fees originally paid, and original shipping costs paid, by you and/or paid on behalf of you.

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(E)IN NO EVENT SHALL TEXAS RAW CRUDE HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE OR GOODWILL), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF TEXAS RAW CRUDE, ITS SUBCONTRACTORS, AND ITS AGENTS, IF ANY, FOR DAMAGES RELATED TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE PRODUCT OR SERVICES GIVING RISE TO THE CLAIM.

7.INDEMNIFICATION: CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD TEXAS RAW CRUDE, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY, EXPENSES, COSTS, OR LOSSES ARISING FROM:

(A)THE CUSTOMER'S MISUSE OR IMPROPER USE OF THE PRODUCT;

(B)CUSTOMER'S COMBINATION OR USE OF THE PRODUCT WITH THIRD PARTY PRODUCTS;

(C)MISUSE OR IMPROPER USE OF THE PRODUCT BY ANY END USER;

(D)THE ACTS OR FAILURES TO ACT OF THE CUSTOMER HEREUNDER;

(E)ANY BREACH BY CUSTOMER OF ITS OBLIGATION HEREUNDER;

(F)ANY FAILURE OF THE CUSTOMER OR ANY THIRD PARTY OR END USER, TO PROPERLY DISPOSE OF THE PRODUCT IN ACCORDANCE WITH ANY APPLICABLE GOVERNMENT REGULATIONS; AND

(G)ANY OTHER FAILURE OF THE CUSTOMER OR ANY THIRD PARTY OR END USER, TO DISPOSE OF THE PRODUCT IN ACCORDANCE WITH ANY APPLICABLE STANDARD OF CARE.

This Section 7 shall survive termination and cancellation of this agreement.

8.Force Majeure: In the event either party is prevented in whole or in material part from performing its obligations under this agreement solely as a result of force majeure, upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

9.Severability: If any term or provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

10.Applicable Law, Venue: This agreement is made pursuant to, and shall be construed and enforced exclusively under the laws of the State of Texas, and of the United States of America, where applicable. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement against any of the parties shall be brought in the courts of Midland County, Texas or, if applicable, in the Midland/Odessa Division of the Western District of Texas, and each of the parties consent to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.Authority to Enter into Agreement: You must be 18 years of age, or older, to purchase from this website. Furthermore, each party represents and warrants that it is authorized to enter into this Agreement and that in so doing it is not in violation of the terms and conditions of any contract or other agreement to which it may be a party.

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12.Nature of Relationship: Neither party, its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venturer, or representative of the other party.

I accept and agree to the terms and conditions presented

Signature _____ Date _____

Print name _____ Company name _____