

**Gelatin Innovations, Inc. supplemental terms and conditions for sale of ballistic gelatin,  
release, indemnity, limitation on liability and limited warranty**

Thank you for your use of Gelatin Innovations, Inc. (Gelatin Innovations) ballistic gelatin. These supplemental terms and conditions are in addition to the standard Gelatin Innovations terms and conditions. In consideration for Gelatin Innovations agreeing to sell ballistic gelatin to the department/agency (Buyer), Buyer must agree to these supplemental terms and conditions, which form part of the agreement between Gelatin Innovations and Buyer, and which apply to every purchase. Please have an officer with authority sign and return this page to Gelatin Innovations.

**1. Professional users only.** Buyer acknowledges that ballistic gelatin is sold strictly for use by professional, knowledgeable users, trained and experienced in the safe use of ballistic gelatin. Buyer agrees to limit use of ballistic gelatin to such trained and experienced users. Professional users understand (among many other cautions) that ballistic gelatin may not stop bullets and must only be used with professional quality ballistic backstops.

**2. Release of Gelatin Innovations by Buyer.** Buyer hereby releases Gelatin Innovations from any claim, demand or lawsuit by Buyer, Buyer's employees, officers, directors, agents or assigns, to the maximum extent permitted by law, arising in any way from Buyer's purchase or use of Gelatin Innovations ballistic gelatin. Such release shall include without limitation all claims, demands or lawsuits based on theories of negligence, strict products liability, nuisance, any other tort or warranty, except to the extent permitted by the limited warranty, set forth below and as subject to the related limitations and disclaimers.

**3. Indemnity of Gelatin Innovations by Buyer.** Buyer hereby agrees to defend, indemnify and hold Gelatin Innovations harmless, as to any demands, claims, or lawsuits in any way arising from Buyer's purchase or use of Gelatin Innovations ballistic gelatin. Such indemnity shall include, without limitation, payment of all Gelatin Innovations's attorneys' fees and costs of defense, and payment of any damages, verdicts, judgments and/or settlements.

**4. Limitations on warranty and warranty disclaimer.** Gelatin Innovations warrants only that its ballistic gelatin will substantially conform to its represented chemical composition. Gelatin Innovations's liability is limited to, and Buyer's sole and exclusive remedy in event of breach shall be, either a refund of the purchase price or a replacement of product, at Gelatin Innovations's sole election. Gelatin Innovations does not warrant, and EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. GELATIN INNOVATIONS FURTHER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF LEGAL THEORY ASSERTED. THIS LIMITATION OF REMEDY IS INTENDED BY THE PARTIES TO SURVIVE EVEN IF THE REMEDY IS CLAIMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**5. Continuing application to future sales.** Once an authorized representative of Buyer executes these supplemental terms and conditions, these supplemental terms and conditions will apply to all future sales unless and until the parties expressly agree in signed writings to new terms and conditions. The parties agree that if Gelatin Innovations accepts any new terms and conditions, such acceptance will not be effective unless and until Gelatin Innovations 1) executes the new terms and conditions, and 2) returns an executed copy of the new terms and conditions to Buyer. Any language which may be printed on Buyer's requests for proposal, purchase orders, requisition forms or any other document from Buyer (without limitation) shall be of no force or effect unless and until made effective under the terms of this paragraph.

**6. Severability, venue and other provisions.** If any term, covenant or condition set forth in this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision in this agreement shall be valid and be enforced to the fullest extent permitted by law. The law of the state of Illinois, without regard to its conflict of laws provisions, will control any interpretation of this agreement. In the event Buyer brings suit under this agreement, such suit will only be brought in the state or federal courts located in Cook County, Illinois. These supplemental terms and conditions may not be modified orally. Together with Gelatin Innovations's standard terms and conditions, which are incorporated by reference, this agreement is the entire agreement between the parties. The headings used in these supplemental terms and conditions are for convenience only and are not for substantive interpretation.

I have read and agreed to the supplemental terms and conditions set forth above. I have authority to agree to these supplemental terms and conditions on behalf of Buyer.

_____ Signature	_____ Date
_____ Name printed 455057	_____ Title and Department/Agency name