



## TERMS AND CONDITIONS OF SALE

**CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein in this Agreement shall be binding upon American Safety Clothing (Seller) unless accepted by it in a writing signed format by American Safety Clothing. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

**PRICING TERMS:** All prices are F.O.B. Sellersville, PA or our shipping points. All orders are subject to acceptance by American Safety Clothing, Inc. All prices are subject to change without notice. Standard prices do not include shipping, handling, drop ship, insurance or COD charges.

**CREDIT & TERMS OF PAYMENT:** Prepayment must be made in U.S. funds by individuals and private industry and must include shipping and handling charges or written authorization to forward order with the shipping charges C.O.D. Open Billing is extended to all U.S., federal, state, county and municipal agencies. Orders must be accompanied by a purchase order number or a voucher. Unless agreed upon in advance, standard term on Open Billing is Net 30.

**TAXES:** The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the final purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

**TITLE, LOSS RISK, AND INSURANCE:** Title to products passes from American Safety Clothing to the buyer upon shipment from American Safety Clothing's facility or third-party manufacturer's facility. Cost of insurance for goods in transit shall be borne by the buyer. Upon request of the buyer, American Safety Clothing may, at its discretion, arrange to insure the goods for transit and bill the buyer.

**INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within two (2) business days following delivery to Buyer. Buyer shall have seven (7) calendar days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to nonconformance or rejection of such products. After such seven (7) calendar-day period, damage, shortage or errors in shipping and notify Seller, in writing, of any defects, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) calendar-day period is a reasonable amount of time for such inspection and revocation.

**CHANGES OR DELAYS OF SHIPMENT:** Buyer shall have no right to order modification to any product or service previously ordered by Buyer or its representatives or delay any order without Seller's written consent. If Seller, at its discretion, accepts any change or delay, Buyer shall compensate Seller for any resulting loss or damage including, without limitation, the cost of labor, materials, and overhead expenses, special expenses, commissions and reasonable profits owed to or incurred by Seller. In addition, customer initiated delays of shipments exceeding 180 days from the original delivery date will be deemed a cancellation and fall under Seller's cancellation policy unless Seller agrees otherwise in advance with a written variance regarding a specific order.

**CANCELLATIONS AND RETURNS:** Buyer shall have no right to cancel any order without Seller's written consent. If Seller, at its discretion, accepts any cancellation or return of standard products which Seller stocks and the aggregate value does not exceed \$1,000, then a cancellation and restocking charge of \$50 or 20% of the order value, whichever is greater, will be applied. Product returns will be accepted if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged and (iii) Buyer returns the goods with freight pre-paid. If Seller, at its discretion, accepts any cancellation or return of standard products which Seller stocks where the aggregate value exceeds \$1,000, Buyer shall compensate Seller for any resulting loss or damage including, without limitation, the cost of labor, materials, and overhead expenses, special expenses, commissions and reasonable profits owed to or incurred by Seller. Custom fabricated or ordered items may not be canceled or returned, and no refund will be made.

**RECOMMENDATIONS BY SELLER:** Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

**WARRANTY:** AMERICAN SAFETY CLOTHING WARRANTS ITS PRODUCTS AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR THE DURATION SPECIFIED FOR EACH PRODUCT. PRODUCT RETURNS ACCOMPANIED BY A RETURN MERCHANDISE AUTHORIZATION (RMA) SHALL EITHER BE REPLACED OR REWORKED, AT THE DISCRETION OF AMERICAN SAFETY CLOTHING. THE SOLE AND EXCLUSIVE REMEDY FOR MERCHANDISE ALLEGED TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL WILL BE THE REPLACEMENT OR REWORK OF THE MERCHANDISE SUBJECT TO THE MANUFACTURER'S INSPECTION AND WARRANTY. MISUSE OR ABUSE OF THE PRODUCTS VOIDS ITS WARRANTY.

**LIMITATIONS OF LIABILITY:** AMERICAN SAFETY CLOTHING DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT(S) NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, OR THE PROVISION OF SERVICES AND SUPPORT. SINCE SPECIFIC APPLICATIONS MAY VARY WIDELY, IT IS ULTIMATELY THE BUYER'S RESPONSIBILITY TO DETERMINE SUITABILITY OF A PRODUCT APPLICATION TO BUYER'S SPECIFIC APPLICATION. **SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS OR DAMAGE.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, AMERICAN SAFETY CLOTHING WILL NOT BE LIABLE FOR ANY CLAIM BY ANY THIRD PARTY OR FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, AMERICAN SAFETY CLOTHING IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

**INDEMNIFICATION:** Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of abuse or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

**NON-WAIVER:** Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed and approved by American Safety Clothing.

**SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance from this Agreement.

**INTERNATIONAL ORDERS -- EXPORT CONTROL:** [U.S. EXPORT LICENSES]

Shipments to any overseas installation, except members of NATO, require an individual validated export license issued by the U.S. Department of Commerce. Form BXA-711 must be submitted with the license application. Failure to include this form delays the licensing procedure. Properly documented license applications are normally approved within 60 days. Form BXA-711 may be obtained from the U.S. Embassy or consulates. It is the buyer's responsibility, not American Safety Clothing, Inc to obtain this license, unless agreed upon otherwise. American Safety Clothing reserves the right to refuse shipment to any exporter who has not satisfactorily shown their compliance with applicable export regulation. Orders will not be processed by American Safety Clothing until satisfactory terms of payment are established and the export license is complete.

The cost of obtaining all licenses shall be borne by the Buyer.

**INTERNATIONAL ORDERS -- PREPAYMENT:** International Orders require either a prepayment via: (i) a certified cashier's check drawn on any major U.S. bank or (ii) a transfer of funds (contact American Safety Clothing's sales department for bank wire information), or (iii) an irrevocable letter of credit advised and confirmed by a major U.S. bank payable in U.S. dollars at sight upon standard proof of shipment. All banking charges, including those of negotiating and paying banks, documentation, and legalization/authentication are to be paid by the purchaser. American Safety Clothing, Inc has a service charge of \$450.00 for handling letters of credit. Pro forma invoices will be supplied upon request.

**WEBSITE CONTENT:** American Safety Clothing provides a website to educate and assist the Buyer in selecting products. Although American Safety Clothing, Inc exercises care to ensure that the content of its website to be correct; American Safety Clothing makes no warranty of its content. It is the Buyer's responsibility alone to verify all of the information within the website as the content may include inadvertent errors and/or inaccuracies.

**PRIVACY:** In placing or accepting an order, Buyer agrees to the terms of Seller's privacy policy.

**HEADINGS:** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

**ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's President. All transactions shall be governed solely by the terms and conditions contained herein.