



Updated: 2 December 2017

Terms and Conditions of Sale for Website Orders

1. OFFER AND ACCEPTANCE. This document, in addition to any Website Terms of Use, by Justrite Manufacturing Company, LLC, a Delaware limited liability company ("Seller") and the purchaser (the "Customer"), constitutes the entire agreement between the parties. The Customer's acceptance of products shipped by Seller under this document will constitute acceptance by the Customer of all of the terms and conditions stated in this document. No other agreement, statements or promise made by Seller that is not in writing and signed by Seller will be binding upon Seller.

2. CUSTOMER TO PAY APPLICABLE TAXES. Any manufacturer's tax, retailers' occupation tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transactions between Seller and the Customer, will be paid by the Customer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, the Customer will reimburse Seller for it, or, in lieu of such payment, the Customer will provide to Seller in a timely manner, and prior to order placement, an exemption certification or other document acceptable to the authority imposing any such tax.

3. LIMITED WARRANTY OF GOODS. Seller warrants only to the original Customer, purchased directly from Seller, for a period of time as so advertised on the product from the date of sale to the Customer (the "Limited Warranty Period"). Warranty covers any Seller's product defect resulting from workmanship or manufacturing process.

4. SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES. If any breach of the preceding Limited Warranties respecting the "Product(s)" is reported to Seller before the end of the applicable Limited Warranty Period by the Customer, Seller, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for visual

proof of the defective Product or,

b. Refund to the Customer Seller's original selling price for such defective Product. If Seller elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Seller's nearest plant.

7. DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY SELLER NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

8. EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST SELLER FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCTS, INCLUDING WITHOUT LIMITATION, SELLER'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Seller which are found to be defective under any one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Seller is willing and able to replace such defective products in the prescribed manner. SELLER WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "SELLER" INCLUDES SELLER'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF SELLER, ITS EMPLOYEES,

OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO SELLER BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

9. LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties are given only to the Customer and are not given to any subsequent owners or any other user of such product or any other person or entity. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, misuse, rough handling, failure to adhere to applicable instructions, neglect or any reason not related to defects in material or workmanship of the relevant product.

10. NON-WARRANTY RETURNS: Customers wishing to return products for other than warranty claims must notify Seller within 30 days of shipment of order. Products must be unused, undamaged, saleable, and in original packaging. UNDER NO CIRCUMSTANCES WILL USED PRODUCTS BE ACCEPTED FOR RETURN. Returns will be FOB Seller's plant.

11. FREIGHT. Delivery of products covered by this document will be FOB Seller's plant and except when the Customer has arranged for pick up, or arranged own carrier, shipment will be by way of common carrier, contract carrier or Seller's truck at Seller's option. Seller will not be responsible for loss, damage, or delay caused by the carrier. The Customer will be responsible for filing and recovering on any and all freight damage claims. The Customer is responsible for discovering concealed freight damages. Seller will not honor claims for concealed damage. Seller reserves the right to charge a market price for boxing orders that are less than a full truckload.

12. SUITABILITY. The Customer is solely responsible for determining the suitability and compatibility of the Customer's methods, processes, designs and materials used with the Products and the suitability of the Products for the Customer's needs and applications. The Customer will at all times be responsible for determining the suitability of Seller's or Seller's affiliates' information, review and test results, opinions, processes, products and services for use in the Customer's own processing and applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

13. DELIVERY AND ACCEPTANCE. Delivery of products by Seller to a carrier at the FOB point will constitute delivery to the Customer. Regardless of whether or not Seller

pays the freight, all risk of loss or damage in transit will pass to the Customer upon delivery to such carrier. The Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of the Customer beyond the scheduled shipping date. Claims for shortages or other errors must be made in writing to Seller within ten (10) days after receipt of a shipment. Failure to make such a claim within such ten (10) day period will constitute a waiver of all such claims by the Customer, and such failure will constitute acceptance of the products. Methods and route of shipment will be at the discretion of Seller unless the Customer specifies otherwise in writing and Seller agrees. Any additional expense associated with the method or route of shipment specified by the Customer will be borne by the Customer.

15. NO WITHHOLDING OF PAYMENT. The Customer will not withhold payment of the purchase price(s) of products purchased under or any other amount payable to Seller in connection with this document in the event of any dispute between the Customer and Seller.

16. ORDER CANCELLATIONS. Orders cannot be cancelled after they are in the computerized scheduling queue. Cancellations of any other order must be approved in writing by Seller in its discretion and are further subject to the following upon such approval. Seller will endeavor to stop all of its work with respect to such order within a reasonable time after Seller receives and approves the Customer's request to cancel and the Customer agrees to pay Seller for all work in process and any raw materials or supplies used, or for which commitments have been made by Seller in connection with the order, on the basis of Seller's full costs and expenses computed in accordance with Seller's standard practices, plus fifteen percent (15%) of such full costs and expenses.

17. SHIPPING SCHEDULES; FORCE MAJEURE. All quoted shipping schedules are approximate. Seller may make delivery in lots or installments, unless otherwise expressly agreed, and all such lots or installments may be the subject of separate invoices which are to be paid when due under each invoice and without regard to subsequent deliveries. Seller will not be liable for any penalty for failure to meeting shipping schedules unless Seller has specially agreed to such penalty in a writing signed by an officer of Seller. Seller will not be liable for any damage caused as a result of any delay in delivery or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, Act of God; any act of the Customer; embargo or other governmental act, regulation or request; fire; accident; strike; slowdown; war; riot; flood; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities at customary prices ("Force Majeure Events"). In the event of any Force Majeure Event, Seller may extend the date of delivery for a period equal to the time lost by reason of the Force Majeure Event. The Customer's acceptance of the products when delivered will constitute a waiver of all claims for damages caused by any such delay or Force Majeure Event. Delay in delivery of any lot or installment will not relieve the Customer of the Customer's obligation to accept remaining deliveries.

18. RESTRICTIONS. Seller does not warrant, and strictly forbids selling or delivering products to Comprehensively Embargoed Countries such as: Cuba, Iran, North Korea, Sudan, Somalia, Syria, and any other counties currently listed in the US Government's Office of Foreign Assets Control (OFAC) Sanctions List

19. COMPLETE AGREEMENT. This document constitutes the entire agreement between Seller and the Customer. This document will be governed by the laws of the State of Delaware. All terms used in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the State of New York, will have the same definition and meaning for purposes of this Agreement. This document cannot be amended or modified as against Seller except by a writing signed by an authorized officer of Seller. No claim or right of Seller arising out of any breach of any of the Customer's obligations to Seller may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Seller in writing and is supported by consideration.