

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS

- a. These terms and conditions constitute the entire agreement between parties with regard to the subject matter hereof, and supersede all oral or written agreements and understandings, and, to the extent permissible by law, supersede all statutory provisions regarding scope and duration of Seller's warranties and the availability of remedies with regard to such subject matter. No additions to or modifications of Seller's terms and conditions shall be binding upon Seller unless agreed to by Seller in a signed document executed by an authorized representative of Seller.
- b. If a purchase order or other communication from you, the Buyer includes any term and condition contrary to, or in addition to, the terms and conditions stated herein, Buyer's acceptance of the products and services which are the subject hereof, after receipt of these terms and conditions from Seller, shall constitute Buyer's complete and unconditional assent to the terms hereof notwithstanding anything to the contrary in any such earlier purchase order or communication, unless Buyer clearly instructs Seller in writing, prior to acceptance, to cancel the order.
- c. Buyer's communication of contrary or additional terms, however phrased, shall be construed as an offer to supplement and/or amend, and not as a rejection of, Seller's terms and conditions. Such offer to supplement and amend shall be deemed rejected unless accepted by Seller in the manner set forth above in the second sentence of paragraph (a).

2. PAYMENT

Buyer shall make all payments in United States currency or in its equivalent as specified in writing by Seller.

If you have established credit with Seller, payment is due within thirty (30) days from date of Seller's invoice to you. All other payment terms must be approved by Seller in advance of order shipment. Buyers whose credit is not established and approved by Seller, must include payment with your order placement. If in Seller's judgment, your financial condition at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment, or delivery.

In the event you default in payment, you shall be liable for all collection costs incurred by Seller including, but not limited to, attorney and collection agency fees, and all related disbursements.

In the event you do not pay when payment is due, past due amounts are subject to service charges of 1-1/2 percent per month or the maximum percentage rate permitted by law, if lower.

The price is payable on the terms of this Agreement without deduction, set-offs, counterclaims, back-charges, or any other charges or claims by you of any nature, and your obligations to Seller shall remain unimpaired regardless of disputes which may arise between you and third parties.

3. PAYMENT OF FREIGHT, TRANSPORTATION, TAXES, AND OTHER GOVERNMENTAL CHARGES

The prices shown, except where otherwise clearly stated, do not include any present or future freight charges and transportation and delivery costs. Any such taxes or charges now or hereafter imposed with respect to sales or shipments under these terms and conditions will be deemed extra charges and will be paid by you, or in lieu thereof in the case of taxes, you shall provide Seller with a tax exemption certificate acceptable to applicable taxing authorities. If, for any reason, such certificate is not accepted by such authorities or such acceptance is revoked, you shall indemnify and hold Seller harmless as provided in Section 9 hereof. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by you. You shall secure all licenses and permits at your own expense unless Seller assumes the responsibility in writing.

4. SHIPMENT OF PRODUCTS

Shipment of Products will be made F.O.B. Shipping Point for domestic shipments and FCA Place of Shipment, seller's designated shipping location, which shall appear on Seller's order acknowledgment, for international shipments. Title and risk of loss passes upon delivery to the delivery point per applicable shipping terms. All other shipping terms must be approved by Seller in writing.

Any shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for any failure to perform or any delay in performance due to any cause beyond Seller's reasonable control, including but not limited to: fire, flood, strike, other labor difficulty, act of God, act of war, act of governmental authority or of you, transportation difficulties, delays in usual sources of supply, and/or major changes in economic and/or environmental conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Buyer shall pay all insurance costs associated with delivery, and shall be responsible for filing and pursuing claims with carriers for loss or damage in transit, unless Seller assumes these obligations in writing. You are responsible for obtaining all necessary transportation licenses and permits, at your expense, unless Seller assumes this responsibility in writing.

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5. WARRANTY

Seller warrants that all goods and services ("Products") sold will conform to the express specifications prepared, approved, and issued by Seller's headquarters (the "Express Specifications"), unless otherwise stated, and are subject to commercial tolerances except as provided in Section 7 below.

6. YOUR EXCLUSIVE REMEDY IS THE REPAIR OR REPLACEMENT OF ANY PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE

Your EXCLUSIVE remedy against Seller arising out of any breach of these terms and conditions is the repair or replacement of the nonconforming Products sold to you under these terms and conditions, or alternatively, at Seller's election, a refund of the portion of the purchase price allocable to the nonconforming Products. Any refund will be given in the form of a material credit to be used against future purchases. Seller shall not be liable to you for the cost of removal and/or re-installation of such Products or for any other direct, indirect, special, incidental, punitive, or consequential damages resulting from the breach of these terms and conditions, or for any other reason. Seller's liability shall in no event exceed the purchase price of such Products.

7. LIMITATIONS OF WARRANTY; LIMITATIONS ON DAMAGES

SELLER'S WARRANTY AS TO CONFORMITY TO THE EXPRESS SPECIFICATIONS IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF SELLER, NOR ANY SAMPLE PROVIDED TO YOU, SHALL CONSTITUTE A WARRANTY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.

UNLESS OTHERWISE AGREED BY SELLER IN WRITING, SUCH WARRANTY AS TO CONFORMITY TO EXPRESS SPECIFICATIONS RUNS ONLY TO YOU AND IS NONTRANSFERABLE AND NON-ASSIGNABLE EITHER DIRECTLY, INDIRECTLY, OR BY OPERATION OF LAW, AND ANY SUCH PURPORTED OR ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID. You and your employees, agents, and representatives shall not claim, represent, imply, or permit its purchasers, distributors, processors, or others to claim, represent, or imply that such warranty extends or is available to third parties and shall, in addition to the indemnification provisions of Section 9, indemnify and save Seller harmless from all claims and actions of third parties irrespective of whether such claims or actions are based upon contract, tort, negligence, strict liability, contribution, indemnity, infringement, statute, or otherwise. To the limit of its legal right to do so, you shall cause any third party to cease and desist any such representation.

SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO PRODUCTS EXCEPT FOR BREACH OF ITS WARRANTY OF CONFORMITY TO THE EXPRESS SPECIFICATIONS. YOUR SOLE REMEDY FOR BREACH OF WARRANTY SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS OR, AT SELLER'S OPTION, TO A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO SUCH NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BEAR THE COSTS OF REMOVAL AND/OR RE-INSTALLATION OF NON-CONFORMING PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THE LIMITATIONS ON REMEDIES SET FORTH IN THIS SECTION AND IN SECTION 6 SHALL APPLY ALSO TO ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE AGREEMENT THAT A COURT OR ARBITRATOR MAY FIND TO HAVE ARISEN OTHER THAN UNDER THE EXPRESS WARRANTY SET FORTH ABOVE, INCLUDING ANY ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.

IN NO EVENT SHALL SELLER BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.

The foregoing, together with Sections 6 and 8, constitutes a final expression by Seller of its warranty. Such warranty cannot be modified or supplemented unless modified or supplemented in writing by Seller.

8. TIME LIMITATIONS FOR BRINGING CLAIMS

You must notify Seller in writing concerning the nonconformity of Products as soon as practical, but in no event later than ten (10) business days after you discover or should have discovered such nonconformity, subject, however, to the express period of warranty set forth in Section 5. Your written notice must set forth with particularity the nature and extent of the nonconformity complained of. All claims for shortages must be made in writing within ten (10) business days after receipt of Products by you or your agent and specify with particularity the exact shortage complained of. Immediate written notice must be given to the carrier's agent at destination in the event of damage or loss in transit.

In no event shall Seller be responsible for claims resulting in whole

Failure to furnish a written claim within the applicable time period shall terminate all liability of Seller. Seller must be given the opportunity upon written demand to inspect Products claimed to be nonconforming.

You shall return Products which do not conform to Seller upon receipt of Seller's authorization to do so and at Seller's expense.

You must demonstrate to the reasonable satisfaction of Seller that any alleged nonconformity of Products was solely caused by a breach by Seller of the express warranty as to the conformity to the Express Specifications. You shall not, under any circumstances, exercise set-off against outstanding or subsequent invoices of Seller without Seller's written consent for any claim.

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9. YOU WILL INDEMNIFY SELLER AGAINST ALL LOSS

You agree to indemnify, defend, and hold Seller and its affiliated business units, and their respective officers, directors, owners, agents, information providers, and licensor's (collectively, the "Seller Parties") harmless with respect to:

- a. all demands, claims, actions, or judgments of a third party against any Seller Party, directly or indirectly, for any consequential, material, special, liquidated, punitive, or other damages, regardless of whether such demand, claim, action, or judgment is based on theories of contract, tort, negligence, strict liability, warranty, indemnity, contribution, statute, or otherwise, including without limitation, all demands, claims, actions, and judgments relating to injury and/or death of any and all persons and for loss of and/or damage to property arising from use, handling, repair, adjustment, operation, modification, or conversion of Products; and
- b. all demands, claims, actions, or judgments of a third party against any Seller Party, directly or indirectly, based on a theory of infringement or violation of patents, trademarks, trade names, trade secrets, copyrights, or the like when such demand, claim, action, or judgment is based in whole or in part directly or indirectly, on Seller's compliance with specifications provided by you.

Your indemnification obligation applies whether you alone were negligent; whether a Seller Party alone was negligent; whether any third party alone was negligent; whether you, a Seller Party, or a third-party were negligent in any combination, whether jointly or concurrently; or whether neither a Seller Party, nor you, nor any third party was negligent. This indemnification obligation requires you to pay any judgments against a Seller Party, any court costs that may be assessed against a Seller Party, and any reasonable attorneys fees and disbursements incurred by a Seller Party in Seller's defense. You have no right to control Seller's defense of any claim brought against a Seller Party. Your indemnification obligation does not depend on the truth of any allegations made against the Seller Party, you, or any third-party. While you are not required to indemnify any Seller Party against Seller's intentional tortuous acts, you must continue to pay the Seller party's court costs and reasonable attorneys fees and disbursements until it has been established that the loss in question was caused solely by intentional tortuous acts of the Seller Party.

10. CHANGES, TERMINATION, OR CANCELLATION

Orders arising hereunder may be amended by written change order signed by the parties, or specifically agreed to in writing by the Seller, setting forth the particular changes to be made and the effect of such changes on the price and time of delivery. A charge may be made for changes in drawings and/or specifications after Buyer and Seller have previously agreed upon same. The total charge for such change may include order reprocessing costs, 20% restocking fee, additional material, and/or labor costs. Seller will advise the total charge for such changes after receipt of written authorization or direction for such changes. In the event the changes are required as a result of an error on the part of the Seller, no charge will be made. Order specifications and/or drawings for Seller's Products may not be changed within ten (10) business days of previously acknowledged shipping date.

Orders for Products received by Seller are accepted subject to the understanding that orders may be canceled by Seller because of Seller's inability to obtain all or part of the materials necessary to complete the order at prices in effect on the date hereof or by reason of other causes beyond its reasonable control.

All claims must be made in writing and delivered to Seller within ten (10) working days after receipt of the goods and must be accompanied by Seller's packing list and freight bill of lading. Failure of Buyer to make such claims within ten (10) days will constitute a waiver by Buyer of such claims.

11. PRODUCT SUITABILITY

Seller's Products are designed to meet stated United States safety standards and regulations. Because local safety standards and regulations vary significantly, Seller cannot guarantee that the Products meet all applicable requirements in each locality. You assume responsibility for compliance with such safety standards and regulations in those localities in which the Products will be shipped, sold, and used. Before purchase and use of Products, please review the product application, as well as national and local codes and regulations, and be sure that the Product, installations, and use will comply with them.

12. SALES

Due to government regulations and product availability, not all Products may be available in every area.

13. EXPORT CONTROLS

You acknowledge that certain Products may be subject to export controls under the laws, regulations, and/or directives of the United States and various other countries. You agree to comply with such laws and regulations and agree not to export, re-export, or transfer these Products without first obtaining all required authorizations or licenses. Buyer certifies that these products will not be used as a chemical, biological, or nuclear warfare facility or their means of delivery without notifying VALTO prior to the issuance of the purchase order.

14. INTERPRETATION OF THIS AGREEMENT

- a. No Oral Modification | None of Seller's employees or agents have any authority to orally modify or alter in any way these terms and conditions.
- b. Prior Course of Dealings Irrelevant | Regardless of how many times you have purchased Products from Seller and/or purchase or have purchased goods or services from Seller by other means, each time you receive an acknowledgment via mail, e-mail, fax, or other electronic means, you agree that you are entering a separate agreement that shall be interpreted without reference to any other agreement between you and Seller, or what you may claim to be a course of dealing that has arisen between you and Seller.
- c. A Usage of Trade Shall Not Vary Terms and Conditions | No usage of trade shall vary any of these terms and conditions.
- d. No Prior or Contemporaneous Agreements | There are no prior or contemporaneous agreements, representations, warranties, or understandings that affect these terms and conditions in any way.

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15. YOUR AUTHORITY AND CAPACITY

You represent and warrant that you have both the authority and the capacity to purchase Products under these terms and conditions and, if applicable, to bind your employer and/or principal.

16. GOVERNING LAW AND FORUM SELECTION; SERVICE OF PROCESS; WAIVER OR JURY TRIAL

This agreement between you and Seller will be governed by the law of the United State of America, and the State of New York, except for the State of New York's choice of law rules, excluding the United Nations Convention on Contracts for the International Sale of Products. If you bring a lawsuit against Seller arising out of or relating to these terms and conditions, you must file your lawsuit in a state or federal court located in New York, NY. You expressly submit to the exclusive jurisdiction of said courts and you consent to extra-territorial service of process on you.

In the event of litigation pertaining to any matter covered by these terms and conditions, you hereby agree to waive any right that you may have to a jury trial of any or all issues that may be raised in such litigation.

17. NO WAIVER OF SELLER'S RIGHTS UNDER APPLICABLE LAW

Nothing contained in these terms and conditions shall be construed to limit or waive any rights of Seller under applicable United States federal, state, or local laws. Failure by Seller to enforce any of these terms, conditions, and limitations shall not constitute a waiver of them, and the failure of Seller to exercise any rights arising from your default or otherwise, shall not constitute a waiver of such right or any other right. These terms, conditions, and limitations may be enforced and the rights of Seller enforced at any time in whole or in part.

18. SEVERABILITY

Should any part of these terms and conditions be held invalid or unenforceable, that portion shall be construed consistent with the United States of America law, the State of Illinois, and the remaining portions – be they entire sections, paragraphs within sections, sentences, or portions of sentences – shall remain in full force and effect. The term "Section" as used in these terms and conditions refers to the entire text contained below a bolded heading. For example, all the text under the words "18. SEVERABILITY" constitutes a "Section."

19. ADDITIONAL TERMS

To the extent that these terms and conditions are required to do so, they hereby incorporate by reference the applicable rules, regulations, and orders of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965, and the following affirmative action clauses and related regulations of the Secretary of Labor: Affirmative Action for Handicapped Workers, 41 CFR 60-741.4, and Affirmative Action for Disabled Workers and Veterans of the Vietnam Era, 41 CFR 60-250.4. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any law or regulation, or to acquiesce in a request by a government agency or official thereof are contingent upon the continuation in effect of such law, regulation, or request and may be canceled by Seller upon the expiration or withdrawal of such law, regulation, or request, provided, however, that Seller at its option may complete such orders.

At Valto, we partner with our customers, and through innovation, deliver advanced materials that enhance everyday environments. We succeed through a culture of collaboration, continuous improvement, and excellence. With integrity at our core, we challenge the status quo and pursue innovative approaches that benefit our customers and associates.

Since 1954, Valto Engineered Materials has provided innovative products and services and is a leading provider of FRP composite panels. Our lightweight composite products deliver unsurpassed strength and durability; and we continue to pioneer next level performance in building materials, recreational vehicles, and transportation.