

GENERAL TERMS AND CONDITIONS OF SALE

Effective August 1, 2020

General Terms: These terms and conditions ("Terms and Conditions") herein written shall govern the sale of products to buyer ("Buyer") and shall supersede all previous communications, agreements or contracts, and no term, condition or trade custom in conflict or inconsistent herewith shall be binding upon seller ("Seller") unless agreed to in writing. Seller's failure to enforce any right it may have under the Terms and Conditions shall not be construed as a waiver thereof, nor shall such failure or failures be deemed to establish any custom, usage, course of dealing or course of performance. The failure of Seller to exercise any rights resulting from Buyer's default or otherwise shall not be deemed a waiver of such right or any other right. These Terms and Conditions may be enforced at any time, in whole or in part.

Payment: Products may require full or partial payment in advance or upon delivery, may require other security for payment or performance, or may impose such other credit or payment terms as Seller deems appropriate in its sole discretion. Prices are subject to change without notice and the price for the product shall be the prices in effect at the time of shipment. Prices are exclusive of taxes which shall be Buyer's responsibility (other than taxes on Seller Products including net income or gross receipts). Sums not paid when due shall bear interest at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. Buyer may not withhold or set-off payment for products delivered for any reason whatsoever. Seller reserves the right, among other remedies, either to terminate the sale or to suspend future deliveries upon failure of Buyer to make any payment pursuant to these Terms and Conditions or any other contract between the parties hereto. Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller incurs with respect to Buyer's breach of these Terms and Conditions or any collection efforts by Seller to recover past due amounts from Buyer.

Security Interest: If applicable, until all amounts due have been paid in full, Seller hereby retains a security interest in the Product and has all rights of a secured party under the Uniform Commercial Code, including, without limitation, the right to take possession of the Product without legal process and the right to require Buyer to make the Product available to the Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or

statements submitted by Seller in order that Seller's security interest in the Product may be perfected.

Credit Terms: If applicable, credit terms are subject to Seller's continuing approval of Buyer's credit, and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired so as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

Shipments/Freight Costs: All shipments are FOB shipping point, unless specifically noted as freight allowed. Shipping and/or delivery dates are estimates only and Seller shall not be liable for any delay or discrepancy in the shipping or delivery of products. Any applicable freight costs will be added to the invoice unless customer specifies collect on purchase order.

Back Orders: Seller reserves the right to cancel back orders.

Return of Products: Written authorization is required from Seller prior to any return shipment, which may be granted or denied by Seller in its sole discretion. Authorized returns must be shipped using the carrier selected by Seller and routed to the location of Seller's choice. Buyer is responsible for all freight charges. Returns must be shipped in their original unopened cartons. A minimum 15% re-stocking fee will be charged on all authorized returns. Obsolete, discontinued, and/or merchandise over six months old is not eligible for return in any instance.

Claims: Claims resulting from losses, shortages or damage in transit must be acknowledged on the delivery papers at receipt. Buyer shall further promptly notify Seller of any delivery of any damaged product purchased from Seller, or of any complaint whatsoever Buyer may have concerning delivery. Buyer's failure to give such notice and to note such damage constitutes a waiver of any claim against Seller relating to the damaged product.

Warranty: If applicable, warranty terms are stated on the product label and supersede the terms herein. No claims will be considered until the product in question has been inspected by a Seller representative. All claims for allegedly non-conforming or defective products shall be made by Buyer in writing within fifteen (15) days of receipt of shipment of products, after which the products shall be deemed accepted for all purposes and Seller shall have no liability for same. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

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PURPOSE WITH RESPECT TO THE PRODUCTS. The warranty set forth on the product label shall be void, and shall not apply to any products (i) which have been altered, modified or combined with any other materials other than materials as specified on the products' labeling, (ii) which have been subject to improper storage or handling, or (iii) which have been exposed to conditions beyond the operating constraints specified by Seller in its labeling.

Limited Liability: SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT, LIMITATION LOST PROFITS OR BUSINESS INTERRUPTION LOSSES) AS A RESULT OF SUPPLYING PRODUCT TO CUSTOMERS OR OTHERS AND WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES TO PROPERTY, OR FOR DEATH, DISABILITY OR OTHER INJURIES TO PERSONS, ARISING OUT OF THE USE OF ITS PRODUCTS, INCLUDING ANY PRODUCT WHICH WAS NOT KEPT OUT OF THE REACH OF CHILDREN AND ANIMALS. SELLER'S EXCLUSIVE LIABILITY AND BUYER'S SOLE REMEDY IN THE EVENT OF A NON-CONFORMING PRODUCT SHALL BE REPLACEMENT OF THE DEFECTIVE PRODUCT WITH CONFORMING PRODUCT. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY EXCEED THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCT.

Availability: Certain products may not be available in your area due to federal, state or local regulations.

Force Majeure: Seller shall not be liable for any failure or delay in performance with respect to delivery or otherwise, if such failure or delay is due to an act of God, war, civil disturbance, riot, labor difficulties, factory capacity, fire, other casualty, accident, inability to obtain containers or raw materials, supplier's failure or inability to perform, governmental acts or restrictions, including shutdowns and inability to perform due to pandemics, or any other cause of any kind whatever beyond the reasonable control of Seller. Seller shall have the right at its option and without liability to apportion its supply of product among its customers, including its affiliated divisions and companies, in such a manner as Seller, in its sole discretion, believes equitable. In no event shall Seller be obligated to purchase products from others in order to enable it to deliver products to Buyer.

Indemnity: Buyer shall assume full responsibility for the use of the products and shall defend, indemnify and hold

harmless Seller and its respective affiliates, officers, directors, shareholders, employees, agents and representatives from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including without limitation attorneys' fees and court costs) arising out of or relating to same.

Governing Law: All sales are governed by the laws of the country, state, province, or territory identified in the address for Seller on the invoice, without application of conflict of law principles and Buyer irrevocably and unconditionally submits to the exclusive jurisdiction of the country, provincial or territorial courts in the country, province or territory of the location of the Seller's headquarters and waives to the fullest extent possible any defense of any inconvenient forum to the maintenance of such action or proceeding. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS OR THE ISSUES RAISED BY THAT DISPUTE.** The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to the Contract.

Compliance with Applicable Law: Buyer shall comply with all applicable laws and regulations, including but not limited to, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, and United States export control laws. Buyer shall not sell, export, re-export, transmit, divert or otherwise transfer any goods or products into or through Cuba, Iran, Sudan, Syria, North Korea, Crimea or any other prohibited jurisdiction, or with or to any party listed on any United States Government or European Union blocked-persons list, as amended from time to time.

No License: Nothing in these Terms and Conditions is intended or shall be construed to grant any license or other permission by Seller to Buyer to use any trademarks, trade names, copyrighted materials, patents or other intellectual property rights or interest of Seller at any time.

Entire Agreement: These Terms and Conditions represent the entire agreement between the parties hereto, and there are no understandings, representations, or warranties of any kind except those expressly set forth herein.