

WEIDMANN

TERMS AND CONDITIONS OF SALE OF PRODUCTS

- 1 All orders received by Seller from Buyer (regardless of the media) are deemed to include and shall be subject to the following terms and conditions. These terms, and the terms of any individual order agreements, may not be modified except by a written document signed by Seller's duly authorized representative. Any inconsistent terms in Buyer's orders will not be binding on Seller unless agreed to by Seller in writing.
- 2 Terms and Conditions will be sent to each Customer on an annual basis. Notwithstanding the foregoing, Seller reserves the right to amend these Terms and Conditions at any time. Unless the Buyer objects to any of the Terms and Conditions in writing within ten (10) days of receipt of notice of terms and conditions, the Buyer will be deemed to have accepted said terms and conditions.
- 3 Except as otherwise provided in specific orders, Seller shall tender delivery of an order by placement with carrier for shipment to Buyer, at which time risk of loss shall pass to Buyer. Seller shall not be responsible for freight, transportation, duties, insurance, shipping, storage, handling, demurrage, or similar charges and Buyer shall bear the risk of any shortages of or inability to obtain shipping space or transportation. If such charges are by the terms of sale included in the price, any increase in such charges becoming effective after the order date shall be for the account of the Buyer.
- 4 All sales, use, excise and similar taxes which the Seller may be required to pay or collect with respect to the goods sold shall be for the account of the Buyer, except as otherwise required by law.
- 5 Seller shall not be liable for (i) normal variations in tolerance, dimensions, weights and quantity (weights, sizes and quantities as determined at Seller's source of supply shall be conclusive; or (ii) failure to fulfill an entire order in the event Seller's failure to tender complete performance is due to causes beyond Seller's control, including but not limited to acts of God, war, mobilization, civil commotion, riots, embargos, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties.
- 6 If any specific order provides for inspection or testing of the goods, such inspection or testing shall be made at Buyer's point of receipt or other mutually agreed upon location. Buyer shall provide Seller with written notice of rejection or claim of nonconformance for any goods promptly and in any event within ten (10) days after receipt of the goods. If Buyer fails to provide Seller with such written notice, Buyer shall be deemed to have accepted the goods. Upon receipt of any such notice from Buyer, Seller shall be afforded a reasonable opportunity to inspect the goods.
- 7 In the event any portion of the goods delivered to Buyer is defective or is otherwise not in accordance with contract specifications, Seller may elect by, written notice to Buyer, to either replace such defective goods or to refund the portion of the purchase price applicable thereto. This shall be Buyer's sole and exclusive remedy for defective nonconforming goods. No goods shall be returned to Seller without Seller's written consent and the use of the Seller's Returned Authorization Procedure. In no event shall Seller be liable for any consequential or special damages, including without limitation Buyer's cost of processing, lost profits, or injury to good will.
- 8 Seller makes no warranty, express or implied, with respect to the goods sold including any warranties of merchantability or fitness for a particular purpose.**
- 9 Buyer may not in any event cancel this order for any delays in delivery without giving at least ten days prior written notice of intention to do so, and in no event after goods have left point of shipment. Unless otherwise expressly stated in the body of the order, Seller shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.

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- 10 Seller may extend credit to Buyer for the purchase of goods, and Buyer acknowledges that any such credit is used by Buyer to finance income-producing business or activity. If credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay within terms of sale for goods previously delivered, or if, in the judgment of the Seller, there has been a material adverse change in Buyer's financial condition. Seller reserves the right to demand payment before shipment. Seller also reserves the right to assess a finance charge of 1.5% per month on any and all overdue invoices, and Buyer agrees to pay such a finance charge if assessed by Seller.
- 11 All controversies and claims arising out of or relating to any contract between Buyer and Seller, or the breach thereof must be instituted within one (1) year after occurrence giving rise to the controversy or claim. Any controversy or claim shall first be mediated by the Seller and Buyer before resort to a court having jurisdiction over any action concerning any contract.
- 12 Any contracts between Buyer and Seller are effective only when accepted by Seller in Vermont and shall be governed by and construed according to the laws of the State of Vermont.
- 13 Prices are subject to change without notice.
- 14 In the event that the order received by Seller from Buyer involves export of goods outside of the United States or import of goods from outside the United States to the United States, the following terms shall also apply:
 - a. Buyer (or Buyer's designated export or import agent) shall be responsible for the timely application for, and obtaining and maintaining in Buyer's name all necessary export or import licenses, exchange permits or any other authorization required by the governmental authorities in the jurisdiction to which export or from which import is made. Buyer and Seller agree to cooperate with each other when such cooperation is required for such licenses, permits or other authorizations and reasonably possible. Seller shall not be liable if any governmental authorization is delayed, denied, revoked restricted or not renewed, and Buyer shall not be relieved thereby of its obligations to pay Seller for goods or any other charges which are the obligation of the Buyer hereunder.
 - b. Except as otherwise provided in specific orders, all import or export duties, customs or other fees or charges shall be the sole responsibility of the Buyer.
 - c. All shipments of products by Seller outside of the United States are subject to export control laws and regulations. Buyer shall not make any disposition of U.S.-origin products purchased from Seller by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on Buyer's order, except as permitted by law.
- 15 In the event that any provision or clause of these Terms and Conditions conflicts with applicable law, such conflict shall not affect other provisions that can be given effect without the conflicting provisions, and to this end the provisions of these Terms and Conditions, and the contracts between Buyer and Seller that are subject to these Terms and Conditions, are declared to be severable.
- 16 These written terms and conditions of sale supersede all previous communications on this subject.

February 22, 2017