

WBC Standard Terms and Conditions of Sale

1. INTRODUCTION GOVERNING PROVISIONS REJECTION OF PURCHASE ORDERS

WBC Industries, Inc. "WBC or seller" is a manufacturer and distributor of hook and loop, webbing, and strapping material, and plastic and metal hardware and other closure devices. WBC Industries, Inc. products are generally incorporated into other products manufactured and or sold by purchasers of WBC's products from WBC or WBC's distributors. These standard terms and conditions "terms" are applicable to purchasers from WBC "customers" and sales are made by WBC only on these terms. The provisions of any purchase order or other offer to purchase from WBC and/or any other terms or conditions, submitted in any manner by a customer at any time prior to and/or during the purchasing process are **HEREBY REJECTED** and these terms are proposed as a counter offer.

2. TAXES AND OTHER CHARGES.

The amount of any present or future transfer, sale, revenue, excise, customs, or other duties or taxes, or any other charges imposed on or measured by any transaction between customer and seller shall be "or if itemized on the acknowledgment and or invoice will have been" added to the price quoted or invoice and shall be paid by customer unless customer has provided seller with an acceptable tax exemption certificate. All orders that have a sub-total of less than \$50.00 will be subject to a \$10.00 handling fee.

3. PAYMENTS AND DEFAULT.

Customer shall pay the net price and any other shipping or other charges in full on the terms set forth in the acknowledgment and or invoice. If customer fails to so pay, customer shall pay late charges on overdue balance at the rate of one and one half (1.5%) % per month and all costs of collection including attorney's fees incurred by seller. In the event of customer's default or insolvency proceedings, seller may discontinue shipment and require payment in advance. In such circumstances seller may, at Jcustomers expense, repossess all goods which may be stored with seller or in transit for customers account, without the necessity of taking any other proceedings, or after such proceedings as may be required by law; customer acknowledging that all goods so repossessed shall be the property of seller. Terms of payment if and when approved and if and when applied are pre-payment via ACH Wire Transfer, pre-payment via major credit card including and not limited to Visa, MasterCard, Discover, and American Express. When approved, Net 30 Terms may be offered. All approved Net 30 Term invoices must be paid within the 30-day period. If invoices with Net 30 Terms are left unpaid, they are subject to Term Revocation and or when left unpaid, agreed upon credit card will be charged for the total invoice including a 4% finance fee.

4. SHIPMENT

If goods are to be shipped by seller prices are exclusive of the costs thereof; and unless different terms are stated by seller on the acknowledgment and or invoice, all prices are F.O.B. seller's place of business. Method and route of shipment will be at the discretion of seller unless otherwise stated on the purchase order or discussed between seller and receiver at the time of sale. All shipments shall be at customers risk and will be insured via preferred carrier and transit method for all purchases with a value of \$100.00+ dollars unless otherwise stated by customer in writing. Customers may choose to use their own account number when shipping via UPS (all offered services), FedEx (all offered services), DHL (all offered services) or LTL/Truckload Bill Collect. Should the receiver or third party receiver not update WBC Industries regarding the status of their freight collect account, the ship to address, or changes to the account information, WBC reserves the right to charge back and/or submit invoice for reimbursement for all related charges including but not limited to: shipping cost, charge-back fees, address correction fee's, etc. to the account holder and or shipper to cover the cost of the fees related to the charges that were billed to the shipper ("WBC Industries, Inc., WBC Industries, WBC"). All goods shall be paid for regardless of any claim relating to other delivered or undelivered goods and shipment of goods in an amount within a range of 10% more or less, than the quantity set forth in the acknowledgment or invoice shall be deemed full satisfaction of delivery of such quantities.

5. DELAYS AND LIMITATIONS

All sales and shipments to be made are subject to: sellers ability to obtain any necessary materials components machinery or parts and or the goods to be sold; sellers current production schedules;

governmental priorities; and other governmental lawn, regulations, orders, ordinances, and restrictions; strikes, lockouts, and shortages of labor, acts of God and the elements; and any other causes of delay in production and or shipment beyond sellers control. Seller shall attempt to meet any completion and or shipment date that is provided to the purchaser in writing by WBC, but in no event shall seller otherwise be liable for failure to produce, ship or deliver by such date, and time shall not be of the essence in respect thereto; nor shall the seller be liable to customer or any third party for indirect or consequential damages due to delays in the production, completion, shipment or delivery of goods whether or not due to causes within sellers control. Delivery schedules (even under blanket purchase orders) shall be subject to reasonable production scheduling by seller; prorated reasonably over any applicable period of time; and goods not called out for delivery within any such period shall be invoiced to and paid for by customer at the end of the period; and in no event shall seller be obligated to maintain prices if customer fails to meet the requirements of these terms or of an acknowledgment.

6. TESTING METHODS. QUALITY CONTROL

Goods sold to customers may have been subject to random testing for compliance with specifications, samples and or as to load bearing strengths. Customer acknowledges the random nature of such testing and that goods not tested may not meet quality control standards. Customer acknowledges that it would be impractical for seller to expand such testing in light of the prices for the goods and that such prices are considered for such limitation of such testing methods and liability thereof. Test results provided to customer do not constitute a guarantee as to quality control or as to suitability of the goods for any particular use. Disclaimers contained in test results provided to customer are incorporated herein by reference although seller may offer its advice to customer as to use applicably, customer agrees that it is solely responsible for the specifications of the goods and the suitability of the application and use of the goods by customers or any other party.

7. SELLERS WARRANTIES AND CLAIMS

Seller warrants only that the goods shall be free from defects and that the material and workmanship shall substantially conform at the time of delivery. A. either to description of the goods contained on acknowledgment and or invoice or to any samples of the goods provided by seller to customer and B. to any written specifications of seller or specifications supplied by customer and expressly agreed to buy seller in writing subject to section 6 above as to quality control which warranty shall continue in effect only for a period of 30 days of shipment by seller. **ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, ARE DISCLAIMED AND EXCLUDED; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED AND EXCLUDED; AND ALL IMPLIED WARRANTIES AGAINST INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, TRADEMARK, COPYRIGHT, TRADE NAME OR SIMILAR COMMON OR CIVIL LAW RIGHT ARE DISCLAIMED AND EXCLUDED.** Any claim for breach of warranty must be submitted to seller prior to acceptance of goods as set forth in section 8 below or it shall be waived; and any claim of defect in material or workmanship must be made in writing as set forth by section 8 within the warranty period. In the event of a breach by seller of the above expressed warranty the liability of seller for such breach shall be limited to the repair or replacement of the defective goods or the issuance of a credit to customer for the price of the defective goods that may only be applied to a future order. Seller shall have no other obligation or liability of any kind, and it is agreed that the price stated for the goods is consideration for the limitation of sellers liability for a breach of the above express warranty in no case shall seller be liable for the value or cost of any property including, without limitation, any property or merchandise in to which the goods are incorporated or installed, or any special, incidental or consequential damages based upon breach of any warranty, breach of contract, negligence, strict tort or any other legal theory including, without limitation, loss of profits, loss of savings or revenue, loss of use of goods, cost of capital, cost of any substitute goods, downtime, or the claims of any third party, including purchasers from customers and end users for personal injury, death and damage to property. In the case of goods which are manufactured to specifications of customer, sellers warranty as set forth above shall not be expanded nor shall sellers

liability be other than as so provided due to the fact that the seller has participated in any way in the determination of the specifications for the goods, and, in any event, sellers awareness of the use to which any goods are to be put shall not expand its liability as limited herein; as in the cases of third party specifications, utilization of goods for any particular purpose or as components of other goods. IT IS THE RESPONSIBILITY OF CUSTOMER TO TEST THE GOODS FOR EACH APPLICATION. Any legal action for breach of warranty must be commenced within 12 months following delivery of goods. THESE REMEDIES CONSTITUTE CUSTOMERS EXCLUSIVE REMEDIES AGAINST SELLER FOR BREACH OF WARRANTY OR ANY OTHER CLAIM WITH RESPECT TO THE GOODS.

8. **INSPECTION & RETURNS** Customer agrees that it will have five (5) business days from the date of receipt of goods to inspect, same for defects and that such period is a reasonable amount of time to conduct such inspection. If customer does not notify seller of any such defects within such period then the goods shall be deemed to have been accepted by customer and seller shall be deemed to have performed all of its obligations hereunder; goods may not be returned for any reason other than breach of warranty stated above, and, if so returnable, may be returned only under these conditions. Prior to returning any goods, customer shall obtain written authorization by submitting to seller a written request for authorization, a detailed statement of its claim, and a sample of the goods which customer claims do not conform to the express warranty hereunder. If return is authorized, customer shall receive written authorization or a return label; as goods returned without a written authorization or return label will be refused. All costs of returning goods must be prepaid by customer; seller shall refuse goods shipped collect and reserves the right to charge back and set off all transportation costs. Authorization for return does not imply acceptance for credit for all of part of the returned goods, but rather indicates sellers willingness to inspect the goods in question upon authorized return, seller will conduct such inspection and determine disposition of returned goods along with any defective goods still being held by customer. Returned goods found by seller not to involve a breach of the above warranty may be subject to reasonable handling charges. All transportation costs for the re-shipment of returned goods to customer and for the shipment of replacement goods, if any, shall be the responsibility of customer. Risk of loss in transit for goods returned to seller shall be upon customer, and if any replacement goods are shipped to customer shall be insured, if at all, solely at customers expense, and, unless otherwise requested in writing by customer, seller shall, in its sole discretion determine whether, under what terms, and for what amounts, such shipments shall be insured, and shall make arrangements accordingly. In the event customer would like to return goods for reason including but not limited to: incorrect product ordered, no longer required, does not work for application, etc., customer must contact seller within a 30 day period to request return authorization. All returns will be need to be reviewed and approved. All approved returns for other than breach of warranty will be subject a minimum re-stock fee of 20%. This percentage of re-stocking fee is subject to change based on the nature of the product and nature of the return.
9. **ASSUMPTION OF RISK** The terms and the counter offer contained herein are for only the sale of the goods and no bailment of any kind is intended or created, either expressed or implied in respect to any property delivered to seller. Any property left by customer or any other party with seller or delivered to seller by customer or any other party is at the sole risk of the customer and or the owner thereof and seller will not be liable for any loss of or damage to said property under any circumstances including, but not limited to, fire, theft, or vandalism, and any negligence, gross negligence or omissions of seller and not withstanding any asserted or actual breach by seller. Customer shall indemnify and hold seller harmless from and against any and all claims of or liability for damages, costs, losses and expenses, including attorney's fees incurred by seller arising from any and all liability or any claim, action, or suit brought or alleged by any party in respect to any such loss of or damage to such property.
10. **TECHNICAL DATA** Technical data, including but not limited to, specifications, formulae, know how, techniques, drawings, estimates, tests and test results, quotations, illustrations, bulletins, literature and other papers and documents, if any, in print or electronic for ("technical data"), shall remain sellers property. Seller reserves all proprietary and authorship

rights in the technical data and in the goods, which may not be copied, reproduced, transmitted or communicated to any third party without sellers consent except to customers, employees who are required to use the technical data as part of their duties.

11. **INDEMNIFICATION** If seller manufactures goods to customers specifications; or if customer or its customers incorporate sellers goods in any other goods; or if sellers goods are modified or altered in anyway by any party; or if any party misuses, misapplies, damages or is guilty of negligence in relation to the goods, then customer agrees to hold seller harmless and indemnify it against any loss, cost, damages or liability paid or incurred by seller; (a) from third party claims for personal injuries or property damage, whether direct or indirect, actual or alleged, consequential or otherwise, notwithstanding any actual or alleged defect or hazard inherent in the goods or negligence of seller, its agents, employees, or sub-contractors; or (b) resulting from any recall, inspection, testing, replacement or correction of the goods, whether required by government authority or otherwise; or (c) resulting from the violation of any law, regulation, rule, order or restriction of any governmental authority resulting from or incident to the goods; or (d) resulting from any actual or alleged infringement of any United States or foreign patent, copyright or similar common or civil law right of a third party resulting from or incident to the goods; and any costs of defense, attorney's fees, inspectors fees, and or costs of testing incurred by seller incident to any of the foregoing's.
12. **DISTRIBUTORS; THIRD PARTY PURCHASERS** Without limiting the generality of section 11 above, in the event that customer is a distributor of seller products or otherwise sells or delivers sellers goods to any other party ("a third party purchaser") then customer shall (a) deliver to such third party purchaser a copy of these terms and of all written specifications and test results which seller shall have provided to customer in respect to subject goods, including all disclaimers and limitations of liability, all of which shall be applicable to such third party purchasers; (b) not alter in anyway sellers specifications, test results, disclaimers, and limitations of liability; and (c) hold seller harmless and indemnify it against any loss, cost, damages or liability, paid or incurred by seller arising from or related to customers failure to comply with this section 12 including attorney's fees incurred by seller.
13. **CANCELLATION, SUSPENSION, OR MODIFICATION BY CUSTOMER** Orders from a customer whether submitted via purchase order, verbal, fax, email, third party, online submission, text message or any other electronic method may not be cancelled, suspended, or modified.
14. **CUMULATIVE RIGHTS AND REMEDIES OF SELLER.** These terms shall be binding upon and inure to the benefit, as appropriate, of seller and customer as well as their respective successors and assigns all rights of and remedies available to seller hereunder shall be cumulative and in addition to all rights and remedies available to seller under all applicable laws including, without limitation, the uniform commercial code as in effect in New Jersey no waiver of any right or remedy available to seller in any instance shall constitute a waiver of any right or remedy subsequently.
15. **APPLICABLE LAW** Transactions between seller and customer shall be governed by the laws of the state of New Jersey and shall be considered contracts made in that state. Customer may bring suit against seller only in said state and for purposes of suit by seller against customer, submits itself to the jurisdiction of that state.
16. **ARBITRATION** At seller's sole election, all claims, disputes, demands and controversy arising under, out of, in connection with or in relation to transactions between seller and customer and contracts between them may be submitted to and be determined by arbitration in the state of New Jersey in accordance with the rules of the American Arbitration Association then in effect.