



## Interroll Corporation Terms and Conditions of Sale

1. **General:** The Terms hereinafter contained shall supersede all other terms, understandings and customs inconsistent therewith.
2. **Credit:** All orders shall be subject to credit approval at Seller's main office.
3. **Taxes:** Prices do not include sales, use, excise, or similar taxes. If Seller should be required to pay such taxes, invoices will be increased accordingly.
4. **Waiver:** Waiver by either party of any default by the other shall not be deemed to waive any subsequent default.
5. **F.O.B.:** Quotations and sales are F.O.B. point of shipment unless otherwise expressly stipulated on the face of this order or by special written agreement.
6. **Terms:** Terms of payment are net cash thirty (30) days after shipment unless otherwise expressly stipulated on the face of this order or by special written agreement. Interest at the rate of 1.5% per month may be charged on past due accounts. Seller may suspend credit, refuse shipment or cancel unfilled orders whenever Seller believes Buyer's credit is impaired.
7. **Shipments:** The Seller will not be responsible for delays arising from causes beyond its reasonable control and shall be responsible only for reasonable diligence in making shipments. Acceptance of materials on delivery shall constitute a waiver of any claims for damages due to delays.
8. **Contingencies:** Seller shall not be responsible for any loss, delay or damage caused by fire, strikes, lockouts, government acts or requirements, embargoes, insurrection, riot or any other cause or causes beyond its control.
9. **Cancellation:** Orders may not be canceled, reduced, changed or suspended without Seller's written consent and payment of reasonable and proper cancellation charges.
10. **Warranty:** Goods furnished are warranted to be free from all latent defects in material and workmanship under normal use and service for a period of twenty-four (24) months from date of shipment. Seller will not be obligated beyond the replacement of such goods as prove to be defective. Whether the goods are manufactured by Seller or by another, such replacement shall be Buyer's exclusive remedy and neither Seller nor the manufacturer shall be subject to any other or further liability, and no claim for consequential or incidental damages will be allowed. NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE GOODS.



11. **Claims:** No claim for compensation for errors or defects in material or workmanship will be allowed unless Seller is given immediate notice and opportunity to investigate, inspect and correct the alleged errors and defects, and if such are found and not corrected by Seller, the compensation allowed to Purchaser shall be only the reasonable cost of replacing the defective product or correcting the error in the materials involved and the Seller will under no circumstances pay or be liable for any claims resulting from the use of improper, damaged or defective materials. Purchaser shall carefully check material immediately upon arrival at destination, as no claims for shortage will be entertained unless filed with the Seller in writing within ten (10) days thereafter, and noted on the original freight bill by the local agent of the carrier.
12. **Manufacturing Variations:** All goods shall be subject to normal manufacturing variations of Seller and its raw materials suppliers. Seller reserves the right to change raw materials specifications and/or raw materials at any time and assumes no obligation to continue to supply any product or products previously sold.
13. **Tooling:** All dies and tools are integral parts of Seller's manufacturing process and all charges paid for same by Buyer will be considered as part of the purchase price of goods ordered. Buyer shall acquire no title in such dies and tools and shall have no right to remove same from Seller's possession provided, however, that all tools and dies ordered by Buyer shall be used exclusively for its work. Tools and dies inactive for a period of three (3) years following the most recent order are subject to loss of exclusivity or other disposition by the Seller, without notice, at Seller's sole discretion.
14. **Quality:** In the event samples of goods are submitted to Buyer, future production will be based on the sample standards, recognizing that some modifications will occur during normal manufacturing.
15. **Patents:** Buyer shall hold Seller harmless against any claims, loss or expenses resulting from infringement of patents, copyrights or trademarks which may arise from compliance with Buyer's designs, specifications or instructions.
16. **Contract:** This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that Buyer may not assign the contract without Seller's prior written consent. All material, unless otherwise expressly provided, shall be in accord with Seller's Standard Specifications and invoiced in accordance with Seller's current price. Seller's invoices shall govern all settlements in the absence of affirmative showing of error therein. No one has authority to depart from the Terms and Conditions of Sale as set forth



on the face and the back hereof, nor to make any representations or arrangements other than those printed hereon, whether in the execution or in the performance or pursuance of the order, unless the same are written on this acknowledgment or are given in writing with it, or in pursuance of it, and are fully approved in writing by Interroll Corporation.

17. **Quantity:** Seller reserves the right to deliver goods in quantities not to exceed 2% more or less than the quantity specified by Buyer.
18. **Packaging:** Seller shall provide adequate packaging for all goods shipped in accordance with recognized industry practice. All special packaging requirements of Buyer shall be priced accordingly.
19. **Goods Returned:** Goods may not be returned without written permission of the Seller unless otherwise agreed upon. Interroll Corporation must authorize all returns in writing. Return authorization numbers will be issued to facilitate incoming shipments which must be prepaid. All collect and/or unauthorized shipments will be refused. Merchandise will be inspected and accepted only if in resalable condition. Stock items, when returned, will be credited and subject to a minimum charge of 35% for handling and restocking. Nonstandard or special items are not subject to cancellation, change, reduction in amount, nor return for credit without written consent and upon terms which indemnify Interroll Corporation fully against loss.
20. **Employment Laws:** Seller certifies that goods of its manufacture covered hereby are produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14, and with all Fair Employment Practices Laws.
21. **Disputes:** In the event of a dispute, the jurisdiction of any litigation, arbitration, or quasi-judicial hearing, shall be the State of North Carolina and the laws of North Carolina shall govern the interpretation of any agreement or contract. All legal and collection agency costs incurred in collecting money owed to Interroll to be paid by the buyer.

*Revised in 2006*