



TERMS AND CONDITIONS OF SALE

(Effective October 1, 2022)

1. The Buyer warrants that it has full and complete authority to enter into this sale and that all corporate or partnership acts that may be necessary to effectuate this sale have been complied with by the Buyer.
2. Each order by the Buyer shall be irrevocable, and to the extent such offer is accepted by the Seller, Buyer shall be bound and obligated to purchase the number of products Buyer had ordered.
3. (a) The acceptance of the merchandise by any carrier customarily used by the public for delivery shall constitute delivery to the Buyer, or in the absence of forwarding instructions the mailing of the customary invoice shall constitute delivery. In case the export license necessary for the export of goods from the export country cannot be obtained from the governmental authorities or any other authorized organization of the export country, Seller is entitled to terminate this contract (the "Contract") at its sole discretion. In such case, Seller shall not be responsible for any loss or damage which Buyer or any third party suffers due to such termination.

(b) Any shipment made within thirty (30) days after the date specified for shipment in the Contract shall constitute a good shipment, or a tender made within thirty (30) days after dates specified in the Contract, shall constitute a good tender. Seller shall not be responsible for any delay occurring after the steamer carrying the goods has arrived at its port of destination in the United States and the Buyer shall take delivery of the goods as they become available.

(c) Any delivery not in dispute shall be paid for separately regardless of dispute as to other deliveries or undelivered merchandise.

(d) It is expressly understood that delivery is Ex Works and that the Seller assumes no responsibility whatsoever for any delay in the goods arriving at the Buyer's ultimate destination including but not limited to delays due to customs clearance, taking of goods by U.S. customs to public stores for appraisal or to steamship or pier delays of any kind whatsoever.
4. Seller shall not be liable for any delay in delivery of the merchandise, or any part thereof due to accidents, strikes, fires, war, government regulations including any directives of any governmental agency, or any other conditions or causes beyond the control of the Seller. Nor shall Seller be liable for failure or delay in delivery caused by any delay in transportation, shortage or inability of the Seller's supplies to obtain raw materials or supplies which directly or indirectly go into or are used in the manufacturing of the merchandise covered by this Contract. Seller shall notify Buyer where such delay occurs and if such delay exceeds sixty (60) days after the date of delivery. Buyer may cancel by notice in writing sent by registered mail, all or any part of the merchandise not delivered within fifteen (15) days after receipt by the Seller of the notice from the Buyer. Where such delay exceeds, or is likely to exceed seventy five (75) days, Seller shall first give the Buyer the option of taking in said merchandise of that part thereof which may become available for delivery within an extended delivery period to be agreed upon between Buyer and Seller. Failing such agreement the Contract as far as the merchandise remaining undelivered, shall be deemed to have been cancelled by mutual consent. Damages which may be claimed by the Buyer for non-delivery in circumstances other than the above shall not exceed the difference between the contract price of the undelivered goods and the spot market price thereof on the date specified for delivery. No claim shall be made for loss of profit or other special damage and Buyer hereby expressly waives all such claims.
5. Seller shall not be liable for normal manufacturing defects nor for customary variations from specifications. Claims of any kind or nature are specifically barred unless made in writing within fifteen (15) days after



receipt of merchandise. No claim whatsoever shall be made in respect of goods which have been cut, sponged, processed or altered in any manner from the original condition of delivery. It is mutually agreed that all shortage claims will be submitted by the Buyer in writing to Seller by certified mail. Any shortages must be reported within five (5) days after delivery. Buyer agrees to hold Seller harmless for delay damages due to reasonably processed shortage claims.

6. Buyer shall deliver to Seller a notice of claim with respect to the goods in writing within fifteen (15) days after receipt of such goods; and at the expiration of said fifteen (15) days it shall be conclusively presumed that the goods have been accepted and found commercially perfect. The sole and exclusive remedy of the Buyer under this Contract for any non-conformity of the goods, is replacement of the goods only. Seller's replacement of any non-conforming goods is conditioned on Buyer's timely notification of such non-conformity as specified above. In default of the specified notice, the Buyer shall be barred from this or other remedies. The above remedy provided to the Buyer as to replacement shall be the Buyer's sole and exclusive remedy under this Contract and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code ("UCC"). Any replacement by the Seller will only occur after inspection by the Seller and assent by the Seller that the goods are non-conforming. If after examination, the Seller refuses to recognize the claims of the Buyer, goods shall be returned to the Buyer, or if the Buyer refuses to accept the goods, the goods may be held by the Seller for the Buyer, or may be disposed of by the Seller at the best price it can obtain, any difference being chargeable to the Buyer. The warranties set forth herein are seller's complete warranties and replace all other warranties or terms, express or implied. Unless otherwise expressly agreed to in the Contract, seller makes no warranty, expressly or implicitly, as to merchantability, fitness or use for a particular purpose, or quality.

7. No counterclaims or offsets shall be interposed in any proceedings instituted by the Seller to recover the price of goods sold or to recover damages for Buyer's breach of Contract, nor shall the Buyer be entitled to an order consolidating same with any action Buyer may bring.

8. The price of this Contract is based on the present rate of freight viz, and any increase in the freight operative at the time of shipment to be Buyer's account.

9. Any increase in the rates of import duties between date of contract and the date of customs entry to be for Buyer's account.

10. Any increase in the rates of Marine and War Risk premiums between date of contract and the date when insurance is elected to be for Buyer's account.

11. The prices stated in this Contract do not include any present or future federal, state, or local sales, or use tax directly applicable to the merchandise covered hereby. Any taxes of this nature required to be paid by Seller shall be added to and paid by Buyer at the same time as the Seller's invoice. Upon default of Buyer to specify sizes required, within the time limited therefore, or in furnishing shipping instructions accepting delivery or making payment for any shipments Seller may cancel Contract, sell all or any undelivered goods without notice at public or private sale, and hold Buyer responsible for any loss.

12. Buyer shall obtain an import license and other governmental approval, if such license or approval is required. Failure to obtain such required license or approval for whatever reason shall not be considered as Force Majeure for the purpose of this Contract. Any modifications must be made in writing by both parties to this Contract.



13. Terms of sale and delivery are set forth herein. Any additional conditions or specifications applying to this order must be stated on the face hereof, and may not be in conflict with the provisions printed hereon.

14. Partial deliveries shall be paid for at contract prices upon maturity of bills therefor. Partial deliveries shall be accepted by the Buyer. The Buyer's obligation thereunder shall not be affected by the acceptance of the partial deliveries.

15. At Seller's option, Seller may for any reason suspend any credit terms agreed between Seller and Buyer, and may demand cash payment of delivery, or a letter of credit. Seller must give Buyer notice of the exercise of this option at least ten (10) days prior to delivery. Furthermore, if the Buyer fails or refuses to pay any invoice under this Contract, at maturity the Seller may cancel the balance of the said Contract, and may sell all or any part of the undelivered merchandise without notice at public or private sale holding Buyer responsible for any deficiency. If Buyer fails to make payment as provided, the maturity of all other invoices shall be accelerated and shall at once become due. Seller shall then have all of the remedies available to it under the UCC as well as have the right to immediately institute action to recover the purchase price of this and all other contracts with the Buyer, whether or not the goods have been delivered, or may cancel the balance of all uncompleted contracts and may recover the purchase price of all delivered goods, including its loss of profit on all undelivered goods. Should the Buyer fail to make payment when due or repudiate the Contract under circumstance defined in Paragraph 21 herein, then the Contract shall forthwith be closed at the market price then current for similar goods or at the option of the Seller, at a price to be ascertained by repurchase or resale, and the difference between the contract price and the closing price shall be the measure of damages receivable under this Contract.

16. The price and terms quoted on this order are net unless expressly otherwise stated.

17. Any dispute or controversy arising under, out of, or in relation to or in connection with this agreement or any modification thereof shall be settled by arbitration. Such arbitration shall be conducted in the City of Columbus, Ohio, U.S.A. pursuant to the Rules of the American Arbitrations Association and either a single arbitrator or three (3) arbitrators shall be selected pursuant to such rules. The award of the arbitrators shall be final, binding and conclusive upon the parties hereto and their respective heirs executors, administrators, legal representatives, successors and assigns. This Contract shall be interpreted in accordance with the laws of the State of Ohio.

18. If the Buyer shall at any time be in default, hereunder, and if the Seller incur any legal expense based upon such default, the Buyer agrees to reimburse the Seller for the expenses of attorney's fees and disbursements thereby incurred by the Seller so far as the same are reasonable in amount.

19. In the event of storm, typhoon, earthquake and other Acts of God, war, civil war, riot, terror, blockage, insurrection, mobilization, embargoes, prohibition of exportation, refusal to issue export license, order or disposition by the authorities, strike, labor dispute, accident in the transportation system, bankruptcy of a firm that supplies the goods to the Seller, or other causes that cannot be attributed to Seller ("Force Majeure"), Seller is not liable for any delay in shipment or delivery, non-delivery, or destruction or deterioration, of all or any part of the goods, or for any other failure in performance of the Contract arising therefrom, and Buyer is bound to accept the delayed shipment or delivery, or to accept the cancellation of all or any part of the Contract as the case may be. Seller may also cancel the order upon refunding Buyer any payments made without liability to Seller.



20. If Seller is unable to complete this order due to governmental regulations or substantial inflation (meaning, the annual inflation rate based upon the U.S. Consumer Price index exceeds ten percent (10%)), this order may be cancelled by Seller at any time upon refunding Buyer any payments made without liability to Seller.

21. Seller shall have the right to demand assurances of performance pursuant to Section 2-609 of the UCC, if Seller has reasonable grounds for insecurity, which may include but not limited to one or more of the following events: (a). bankruptcy filings pursuant to the United States Bankruptcy Code; (b) insolvency; or (c) credit reports indicating a serious late payment condition. The demand shall be in writing and be sent to the Buyer within ten (10) days of the date that the Seller as notice of facts which comprise the basis for insecurity. The demand shall specify the forms of assurance to be given which will be deemed adequate. The Buyer will respond within three (3) business days from receipt of demand. Failure to respond within the time allotted will constitute a repudiation.

22. Should these terms and conditions of sale not cover all of the circumstances that can occur between the parties hereto then it is the intent of the parties hereto that this Contract be governed by the applicable provisions of the UCC. The trade terms shall be governed and interpreted under and by the provisions of the International Commercial Terms (INCOTERMS) in effect from time to time.

23. This Contract is binding on all parties who lawfully succeed to the rights or take the place of the Buyer or Seller.

24. The Buyer acknowledges that they have read this Contract at the time of placing and order and have received a completely filled-in copy and acknowledge receipt of any specifications noted herein. This Contract shall be deemed to have been entered into by the parties as of the date on which a purchase order of the Buyer is issued to the Seller.

25. Seller shall have the right to repossess all goods or documents delivered to Buyer in the event Buyer defaults in its payment obligations.