

THE GLOBAL LEADER
IN CASTERS AND WHEELS

Terms and Conditions of Sale

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Colson Group USA is a subsidiary of:

Colson Group Holdings, Inc.
1815 S. Meyers Road, Suite 750
Oakbrook Terrace, IL 60181

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE ("TERMS") ARE THE ONLY TERMS AND CONDITIONS WHICH GOVERN THE SALE OF THE GOODS ("PRODUCTS") BY COLSON GROUP USA AND ITS AFFILIATES ("SELLER") TO NAMED BUYER ("BUYER") AND SUPERSEDE ALL OTHER TERMS AND CONDITIONS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES SUGGESTING ADDITIONAL OR DIFFERENT TERMS. ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. ANY PROPOSAL FOR ADDITIONAL OR DIFFERENT TERMS OR ANY ATTEMPT BY BUYER TO VARY THESE TERMS IS HEREBY DEEMED MATERIAL AND IS OBJECTED TO AND REJECTED.

1. **ACCEPTANCE.** Unless otherwise stated in writing signed by Seller's duly authorized agent, all quotations covering Seller's products are made and all contracts or orders for products are accepted and all shipments are made on the condition that these Terms shall be applicable. Any term in Buyer's purchase order or acceptance in addition to or not identical with these Terms is deemed material, objected to and these Terms shall not be varied, qualified, modified, amended or interpreted by any prior course of dealing between the parties or by any usage or trade or in any manner other than by subsequent writing signed by Seller's duly authorized agent. All orders or contracts must be approved and accepted by a duly authorized agent of Seller. These Terms shall be applicable whether or not they are attached to or enclosed with the products to be sold hereunder. Buyer shall be conclusively deemed to have accepted these conditions upon any of the following by Buyer, it agents or representatives: (i) written or electronic acknowledgement or acceptance; (ii) transmission to Seller of any order for Seller's products; (iii) acceptance of or payment for any product. Buyer's failure to object to any provision contained in any communication from Buyer shall not be deemed a waiver of any provision hereof. Any changes in these Terms must be specifically agreed to in writing signed by a corporate officer of Seller before being binding on Seller.

2. **PRICES.** Prices are subject to change without notice, and Seller's price in effect at the time of shipment will apply. Clerical errors are subject to correction without liability. Unless otherwise specified or required by law, all prices are exclusive of any sales, use, revenue or excise tax, import duty (including brokerage fee) or other tax. Such taxes, when applicable, shall be added to the purchase price and be paid by the Buyer unless Buyer delivers to Seller with the purchase order a proper tax exemption certificate acceptable to Seller and the applicable taxing authority.

3. **SPECIAL FEES OF $25.00.**

    a. Orders less than $100.00, excluding samples.

    b. Same-day expedite shipments on orders placed by 12:00 PM local time at the shipping facility and upon acceptance and confirmation from Seller.

    c. International shipments exported from the USA.

4. **CANCELLATION.** An order once placed with and accepted by Seller can be cancelled only with Seller's consent and upon payment to Seller of reasonable cancellation charges which shall take into account expenses already incurred, commitments made, and Seller's anticipated profit.

5. **SHIPMENT EXTENSION.** For order shipments greater than $5,000.00, the shipment is firm within a ten-business-day window of its due date, and cannot be extended once within this ten-business-day window.

6. **TAXES.** The amount of any present or future sales, revenue, excise or other tax applicable to the products covered by this order, or the manufacture or sale thereof, shall be added to the purchase price and shall be paid by the Buyer or, in lieu thereof, Buyer shall provide Seller with an appropriate tax exemption certificate.

7. **TITLE AND DELIVERY.** Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information. In no event will Seller be liable for damages of any kind arising out of delay or non-delivery, due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, war, riots, fire, explosion, flood, strike, lockout, injunction, accident, breakage of machinery or apparatus, or inability to obtain fuel, power, raw materials, labor, containers or transportation facilities. In the event of any such delay, the date of delivery shall, at the request of Seller, be deferred for a period equal to the time lost by reason of the delay or, alternatively, be canceled in writing without subjecting Seller to any liability or penalty. Unless otherwise agreed in advance in writing, all sales are EXW (Incoterms 2010) Seller's facility. Title and liability for loss or damage shall pass to the Buyer upon delivery of the products to the carrier.

8. **PAYMENT.**

    a. Unless otherwise specified on the invoice, all accounts are due and payable thirty (30) days from the date of invoice without setoff or deduction. Late payments will be subject to a service charge of 1-1/2% per month (18% per annum) or such greater amount as may be authorized by law and specified in the invoice. Discounts for prompt payment (if any) do not apply to labor and shipping charges, and no discounts other than those noted on the invoice are authorized. Payment terms, shipments and deliveries shall at all times be subject to the approval of Seller's credit department, and the Seller may at any time decline to make any shipments or deliveries or perform any work, except upon receipt of payment or upon terms and conditions of security satisfactory to such department. All lien rights are reserved until full payment of the invoice has been made. Buyer authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is then due to Seller.

    b. If, in Seller's exclusive judgment, the financial condition of the Buyer

at any time does not justify continuation of production or shipment on the terms of payment originally specified, the Seller reserves the right to require full or partial payments in advance, C.O.D. or guarantee by letter of credit. In the event of the bankruptcy or insolvency to the Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, the Seller shall be entitled to cancel any order then outstanding with no further obligation whatsoever to the Buyer.

c. Should Seller initiate any legal action or proceeding to collect on any unpaid invoice or to enforce any of the terms hereof, Seller shall be entitled to recover from Buyer all damages, costs and expenses incurred in connection therewith, including court costs and reasonable attorneys' fees.

9. CLAIMS AND RETURNS.

a. Claims for shipping damages shall be made against the carrier on all products shipped EXW (Incoterms 2010) shipping point. No products shall be returned without Seller's consent.

b. Claims for shortage or inaccurate filling of orders shall be submitted to Seller within ten (10) days after Buyer's receipt, accompanied by a copy of the invoice or shipper on which the products were purchased. Buyer will then receive from Seller a Returned Goods (RG) authorization number. Products returned without the RG authorization number will be refused. If Seller in good faith determines that any error was not Seller's, a 35% restocking charge will be made to Buyer on any products returned for credit or exchange.

c. Claims or notices asserting a defective product must be given to Seller immediately upon discovery of such defect, but in any event no more than one year after date of shipment by Seller, and must include a copy of the invoice or shipper on which the products were purchased, evidence that such products were inspected within ten (10) days after Buyer's receipt, and the details of the defect(s) claimed, and afford the Seller a reasonable opportunity to inspect the products.

d. Seller is under no obligation to take back material for credit or exchange when the reason for the return was anything other than the Seller's error. At Seller's sole discretion, should a return of this nature be authorized, the items returned must be of current manufacture, in its original packaging with all original manuals and/or documentation, and be in resalable condition. A minimum 15% restocking charge will apply as well as any additional charges necessary to restore items to a resalable condition.

10. LIMITATION ON DAMAGES. In no event shall Seller's liability exceed the purchase price of the particular product at issue. Under no circumstances shall Seller be liable for incidental, special, consequential or liquidated

damages, including without limitation, labor charges, lost profits, expenses of repair, other costs incident to replacement, or transportation costs incurred in shipping products to or from Seller's plant, even if Seller has been advised of the possibility of such damages, and regardless of the theory (contract, tort or otherwise) upon which the claim is based and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11. **INFORMATION.** Seller does not, by any advice or information it may provide regarding the use of any product by Buyer, make any warranty beyond the written warranty herein, and does not assume any liability for such advice or information given, orally or in print, or for the results obtained by Buyer. Buyer assumes all risk and liability which may result from the use of any products, whether singly or in combination with other products. No suggestion for product use shall be construed as a recommendation for use in infringement on any existing patent.

12. **LIMITED WARRANTY ON PRODUCTS MANUFACTURED BY SELLER.** The Seller warrants to the original purchaser that finished products of Seller's manufacture will be free from defects in materials or workmanship under normal use and service for a period of one year from date of shipment, unless otherwise specified on the product supplied. Seller's obligations under this Warranty are limited to replacing or repairing or giving credit for, at its option and at any of its plants, products which shall, within one year after shipment, be returned to Seller's plant of origin, transportation charges prepaid, and which are, after products examination, disclosed to the Seller's satisfaction to be defective. This Warranty does not apply to defects caused by shipping damages, or to any products manufactured by Seller which have been subject to improper installation, misuse, neglect, accident, ordinary wear and tear, or Buyer's attempts to use any product beyond its physical, mechanical or thermal capacity. The aforementioned provisions do not extend the original Warranty period of any product that has either been repaired or replaced by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract.

    THIS LIMITED WARRANTY OF SELLER, SUBJECT TO THE LIMITATION ON DAMAGES, IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY, OR IMPLIED BEYOND THE DESCRIPTION ABOVE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER LIABILITIES OR OBLIGATIONS ON THE SELLER'S PART, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE PRODUCTS. THIS LIMITED WARRANTY MAY NOT BE VERBALLY CHANGED OR MODIFIED BY ANY REPRESENTATIVE OF SELLER.

13. **DISCLAIMER OF SELLER'S WARRANTY ON PRODUCTS MANUFACTURED BY OTHERS.** Products not manufactured by Seller are covered exclusively by the original manufacturer's warranty, if any, copies of which are available on Buyer's request. Seller makes no warranty or representation whatsoever, express or implied, beyond the description herein including the warranty of merchantability and fitness for a particular purpose, with respect to products not manufactured by Seller. Buyer shall defend, indemnify and hold Seller and its affiliates harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making products; (b) breach of these Terms by Buyer; (c) any Buyer goods which utilize Seller's products as a component part; (d) any goods assembled by Buyer regardless of the amount of Seller's components used with such goods; and (e) products subjected to: (i) improper use or installation; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) repairs or modifications made to all or part of the products without the prior written consent of Seller; or (v) a use or application other than or varying in any degree from the specifications and Seller's instructions.

14. **FORCE MAJEURE.** A party is not liable for failure to perform its obligations (except for any obligations to make payments to the other party hereunder) if such failure is as a result of from acts beyond the impacted party's control, including, without limitation, acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. The impacted party shall give notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause..

15. **MISCELLANEOUS.** All waivers by Seller shall be in writing. The section headings are included solely for the convenience of the parties. Seller shall not be liable for any delay in or failure to perform due to any cause, matter or contingency beyond its reasonable control. Buyer shall not assign any of its rights or obligations hereunder without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries.

16. **APPLICABLE LAW.** The validity, performance and construction of these terms and all sales there under shall be governed by the laws of the state in which Buyer's order is accepted by Seller.



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