

**I. TECHNI-TOOL, INC. STANDARD TERMS & CONDITIONS****A. SALES POLICY FOR PRODUCTS****1. Wholesale Only**

Techni-Tool, Inc. ("Techni-Tool") sells its complete offering wholesale to business customers, while also serving individuals.

**2. Prices**

Prices listed are wholesale in U.S. dollars, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact Techni-Tool at 800-832-4866 or check online at [www.techni-tool.com](http://www.techni-tool.com) for current pricing. Export orders may be subject to other special pricing. Techni-Tool reserves the right to accept or reject any order.

**3. Sales Tax**

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

**4. Payment and Credit Terms**

Techni-Tool accepts checks, money orders, Visa, MasterCard, Discover, American Express, and SmartPay. For customers with established Techni-Tool credit, payment terms are net thirty (30) days from the date of shipment. All credit extended by Techni-Tool to customer, and the limits of such credit, is at Techni-Tool's sole discretion, and may be reduced or revoked by Techni-Tool at any time, for any reason. As a condition for the continued extension of credit, customer agrees to provide Techni-Tool with current credit information and three (3) trade references and one (1) bank reference within five (5) business days following request by Techni-Tool. Techni-Tool reserves the right to charge a convenience fee for late payments. Techni-Tool further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions identified in Section III. All payments must be made in U.S. dollars. Techni-Tool has the right of set-off and deduction for any sums owed by customer to Techni-Tool.

If customer fails to make payment within thirty (30) days of shipment, or fails to comply with Techni-Tool's credit terms, or fails to supply adequate assurance of full performance to Techni-Tool within a reasonable time after requested by Techni-Tool (such time as specified in Techni-Tool's request), Techni-Tool may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Additionally, customer, and each of its subsidiaries and affiliates, agrees to provide to Techni-Tool proper authorization necessary for Techni-Tool to request any financial information from third parties.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Techni-Tool are jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

**5. Security Interest**

Customer hereby grants to Techni-Tool a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Techni-Tool. Customer agrees to file, and it permits and authorizes Techni-Tool to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of Techni-Tool's lien or security interest.

**6. Credit Balance**

Customer agrees that any credit balance(s) issued by Techni-Tool will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND TECHNI-TOOL SHALL HAVE NO FURTHER LIABILITY.

**B. FREIGHT POLICY**

Products are shipped F.O.B. origin to customer's single location located in the contiguous United States, in accordance with Techni-Tool's freight schedule. Receipts for shipping will not be furnished. COD shipments are not permitted. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, sourced products, non-stock products hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

**C. PRODUCT WARRANTY POLICY****1. Products Damaged in Shipment**

Products damaged in shipment will be repaired or replaced at no cost to customer if Techni-Tool is notified within 10 days of delivery. Customer should immediately notify carrier of any visible damages upon delivery.

**2. LIMITED WARRANTY PERIOD**

TECHNI-TOOL WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE OF PURCHASE FROM TECHNI-TOOL, UNLESS OTHERWISE STATED, OR IN THE CASE OF HAZ-MAT, SOURCED, OR CUSTOM PRODUCTS. PROVIDED THAT TECHNI-TOOL ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, TECHNI-TOOL MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. TECHNI-TOOL'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

**3. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY TO ALL CUSTOMERS**

EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY TECHNI-TOOL. TECHNI-TOOL DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TECHNI-TOOL ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED TO THE EXTENT PERMISSIBLE. TECHNI-TOOL'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

**4. Warranty Product Return**

To return a product during the Limited Warranty Period, customer must call 800-832-4866 or 610-941-2400 for a return authorization number. Each return authorization number is valid for thirty (30) days. There is no restocking fee, except as otherwise noted herein, if products are returned within the Limited Warranty Period, shipping prepaid, in saleable condition, with manufacturer's original packaging unblemished and all accessories, manuals and warranties included. Customer must include a copy of the packing list or invoice with a reason for the return. Late returns and incomplete returns will incur a 15%, or higher, restocking fee.

**5. Manufacturer's Warranty**

For information on a specific manufacturer's warranty, please contact Techni-Tool 800-832-4866 or 610-941-2400.

**6. Product Compliance and Suitability**

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Techni-Tool does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Techni-Tool accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

**7. Cross-Reference Information**

Product cross-reference comparisons do not imply that products are available or perfectly comparable. CROSS-REFERENCED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Customer shall review all cross-referenced product specifications prior to purchase and use to determine suitability of the product for customer's intended use.

**D. PRODUCT INFORMATION****1. Catalog/Website Information**

Product depictions in the catalogs and websites are for illustrative purposes only. Possession of, or access to, any Techni-Tool catalog, literature or websites does not constitute the right to purchase products. Techni-Tool reserves the right to revise publishing errors in its catalogs or any of its websites. Despite our efforts, occasional pricing errors may occur in the Techni-Tool catalogs and websites. Techni-Tool reserves the right to cancel any and all orders resulting from such pricing errors, even if customer has received an order confirmation from Techni-Tool.

**2. Product Substitution**

Products and/or country of origin may be substituted and may not be identical to descriptions and/or images published in the catalog or on the website.

**3. Safety Data Sheets or Material Safety Data Sheets**

Safety Data Sheets ("SDS") or Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. TECHNI-TOOL MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY SDS/MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT

#### 4. California Proposition 65

The State of California requires that certain warnings be given concerning products subject to Proposition 65. For products denoted with a **a** or **b** symbol the following warnings apply:

**Warning:** This product contains a product known to the State of California to cause cancer.

**Warning:** This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

#### 5. SDS/MSDS and Proposition 65 Regulated Product Requests

Information on SDS/MSDS and Proposition 65 regulated products are available: (i) by contacting Techni-Tool, 1547 N. Trooper Rd. PO Box 1117, Worcester, PA 19490-1117; (ii) by calling 800-832-4866 or 610-941-2400 or faxing 800-854-8665 or 610-828-5623; and (iii) by visiting our website at [www.techni-tool.com](http://www.techni-tool.com). A complete list of Proposition 65 regulated chemicals is available by logging on to [www.oehha.ca.gov](http://www.oehha.ca.gov).

#### 6. California, Maryland and Vermont Customers

Regulations in CA, MD and VT prohibit the introduction into commerce of any solder, flux, pipe, pipe or plumbing fitting, or fixture intended to convey or dispense water for human consumption that is not "lead free". The maximum allowable lead content is 0.25 percent lead in wetted surfaces of pipes, pipe fittings, and plumbing fittings and fixtures, as determined by a weighted average. The maximum allowable lead content is 0.2 percent lead in solder and flux.

### E. GENERAL TERMS

#### 1. Electronic Data Interchange

If Techni-Tool and customer mutually agree to use an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, customer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Techni-Tool and customer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by Techni-Tool regarding EDI purchases made by customer shall be deemed to be conclusive.

#### 2. Third Party Payment Provider

If customer elects to use a third party payment system provider ("Third Party Provider") and Techni-Tool is charged fees by the Third Party Provider, Techni-Tool reserves the right to seek reimbursement from customer for any and all costs paid to the Third Party Provider for the transfer of funds, retrieval of payment detail, or any other purpose from the Third Party Provider.

#### 3. Intellectual Property

Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Techni-Tool, or any trademarks or service marks owned by suppliers to Techni-Tool. All materials contained on the [www.techni-tool.com](http://www.techni-tool.com) website are subject to the ownership rights of Techni-Tool and its suppliers. Customer shall have no right to copy or use any of the intellectual property of Techni-Tool or its suppliers without Techni-Tool's permission.

#### 4. Independent Contractors

Techni-Tool and customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer does not have the right to bind or otherwise obligate Techni-Tool in any manner, nor may customer represent to anyone that it has the right to do so.

#### 5. Sourced Product

Techni-Tool may procure product not available through the Techni-Tool catalog or available on [www.techni-tool.com](http://www.techni-tool.com) for a customer from other sources ("Sourced Product(s)"). Sourced Product is priced according to current market conditions on a per order basis, and is shipped F.O.B. origin with freight and handling fee paid by Techni-Tool and charged to customer. Sourced Product may not be returned without a return goods authorization issued by Techni-Tool. Techni-Tool, at its sole discretion, may withhold the issuance of such authorization. A restocking fee may apply for any returned Sourced Product. **TECHNI-TOOL'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO SOURCED PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE CUSTOMER'S SOLE REMEDY.**

#### 6. Custom Product

Techni-Tool may offer products manufactured or assembled to customers specifications ("Custom Product(s)"). Techni-Tool is not responsible for verifying or confirming the accuracy of specifications provided by customer to Techni-Tool for Custom Products. **TECHNI-TOOL'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE CUSTOMER'S SOLE REMEDY, AND ALL OTHER WARRANTIES ARE DISCLAIMED UNDER SECTION 1.C. ABOVE.** All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

#### 7. Cancellation

All product order cancellations, if not prohibited above, must be approved by Techni-Tool, and may be denied or subject to restocking fees and other charges.

#### 8. Product Return

Product returns, if not prohibited above, must be made within thirty (30) days from date of purchase, unless otherwise indicated. Customer must call Techni-Tool for return instructions. Returned product must be shipping prepaid, in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases. Product returns may be denied or made subject to restocking fees and other charges by Techni-Tool.

#### 9. Materials of Trade

Customer represents that if it is purchasing products as its "materials of trade," as defined in the Hazardous Materials Regulations in Title 49 of the Code of U.S. Federal Regulations, the products shall be used in direct support of its business, such business does not concern transportation, and such products shall not be resold or transported in a vehicle other than one owned by itself.

#### 10. Force Majeure

Techni-Tool shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Techni-Tool in the conduct of its business.

#### 11. Assignment

Customer shall not assign any order, or any interest therein, without the prior written consent of Techni-Tool. Any actual or attempted assignment without Techni-Tool's prior written consent shall entitle Techni-Tool to cancel such order upon notice to customer.

#### 12. No Third Party Benefit

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

#### 13. Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules, and venue shall either be in the state or federal courts in Montgomery County, Commonwealth of Pennsylvania.

#### 14. Severability

If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

#### 15. Modification of Terms

Techni-Tool's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's receipt of Techni-Tool's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of Techni-Tool's terms and conditions by customer shall be binding upon Techni-Tool, unless agreed to in writing by an authorized representative of Techni-Tool. If a purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in Techni-Tool's acknowledgment, Techni-Tool's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by Techni-Tool of any of the terms and conditions contained herein or in Techni-Tool's acknowledgment.

#### 16. Complete Agreement

The terms and conditions in: (i) Techni-Tool's forms; (ii) acknowledgments; (iii) quotations; (iv) invoices; (v) websites; (vi) catalogs; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and Techni-Tool.

**II. ADDITIONAL TERMS AND CONDITIONS RELATED TO THE PERFORMANCE OF SERVICES**

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, PERFORMANCE OF SERVICES WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL SERVICE TERMS").

Services may be performed by: (i) Techni-Tool, its employees and agents ("Techni-Tool Personnel"); (ii) Techni-Tool affiliates ("Techni-Tool Service Entities"); or third-party subcontractors ("Third-Party Providers"). For purposes of this Section II, Techni-Tool Personnel, Techni-Tool Service Entities and Third-Party Providers are each referred to as a "Service Provider" and each Service Provider, together with its personnel, is referred to as "Service Provider Personnel."

The terms and conditions contained in this Section II are extended solely by the specific Service Provider performing services, and any obligations contained in this Section II do not apply to any other Service Provider referenced in the foregoing paragraph. Depending upon the nature of the services provided, the applicable Service Provider may require customer to execute additional contractual documents prior to the performance of services.

In the event of a conflict between the Standard Terms and Conditions in Section I and the Additional Service Terms in Section II, the Additional Service Terms in Section II shall prevail for the performance of services.

**1. LIMITED SERVICES WARRANTY**

ALL SERVICES WILL (i) BE PERFORMED IN A WORKMANLIKE MANNER; (ii) CONFORM TO THE SPECIFICATIONS (IF ANY) PROVIDED BY THE SERVICE PROVIDER IN A STATEMENT OF WORK; AND (iii) BE WARRANTED FOR A PERIOD OF NINETY (90) DAYS AFTER PERFORMANCE OF SERVICES ("LIMITED WARRANTY PERIOD"). IF SERVICES ARE IMPROPERLY PERFORMED AND CUSTOMER NOTIFIES THE SERVICE PROVIDER OF THE IMPROPERLY PERFORMED SERVICE DURING THE LIMITED WARRANTY PERIOD, THEN THE SERVICE PROVIDER WILL RE-PERFORM THOSE SERVICES, IN WHOLE OR IN PART, AS NECESSARY TO CURE THE PARTICULAR BREACH, OR AT THE SERVICE PROVIDER'S SOLE OPTION, REFUND THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH. THE SERVICE PROVIDER'S RE-PERFORMANCE OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE SERVICE DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

**2. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION II FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICE PROVIDER DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION II ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY CUSTOMER OR ANY THIRD PARTY.

**3. LIMITATION OF LIABILITY**

THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SERVICES. THE SERVICE PROVIDER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SERVICES THAT GIVES RISE TO ANY PARTICULAR LIABILITY.

**4. Payment and Credit Terms**

Except as otherwise agreed to by the parties, customer will be invoiced upon completion of services. Payment terms are net thirty (30) days from the date of invoice. All other payment terms are as set forth in Section I.A.4.

**5. Termination**

Either party may terminate the service agreement at any time and for any reason upon thirty (30) days' written notice to the other party. If terminated by customer, customer shall pay Service Provider an amount equal to the greater of (i) Ten percent (10%) of the total project cost quotation thereto (the "Total Project Cost"), or (ii) an amount equal to the Total Project Cost multiplied by the percentage completion for such project at the time the notice of termination is given, as determined by Service Provider.

**6. Indemnity**

Customer shall defend, indemnify and hold harmless Service Provider and its respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all any claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the

Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, customer shall resist and defend such action, suit or proceeding by counsel of its choice, at the sole expense of customer, provided that (i) the Indemnified Party notifies customer promptly in writing of the claim; (ii) customer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) customer has the sole control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status; and (iv) the Indemnified Party provides customer with all reasonably necessary assistance, information, and authority to perform the foregoing at customer's expense.

**7. Access to Customer's Premises**

To the extent access to customer's premises is required, customer shall provide Service Provider Personnel access to customer's premises free of charge as necessary for performance of services supplied by Service Provider. Prior to starting any work at customer's premises, customer will: (i) provide documentation that identifies any existing hazardous materials, or dangerous or potentially dangerous conditions on or about customer's premises; and (ii) allow Service Provider Personnel, at its option, reasonable access to customer's premises to perform or have performed a visual site inspection. Service Provider will have no responsibility or liability for the actual existing conditions; or identifying, correcting or advising customer of existing conditions on customer's premises ("Pre-Existing Conditions"), and customer shall be responsible for and shall indemnify each Service Provider and each of the Service Provider Personnel from and against any Liabilities arising out of or relating to any Pre-Existing Conditions, regardless of whether previously disclosed to any Service Provider or Service Provider Personnel. Customer shall not attempt to condition the right of Service Provider Personnel to obtain free access to customer's premises upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of Service Provider or Service Provider Personnel. If any Service Provider Personnel signs such an agreement, waiver, or release, it shall be of no force and effect.

**8. Health and Safety Matters**

Customer shall take all precautions, at all times, for the health and safety of Service Provider Personnel at customer's premises, including but not limited to identifying to Service Provider all hazardous materials or safety or health hazards to which Service Provider Personnel on customer's premises may be exposed; (i) providing to Service Provider Personnel for review, and instructing Service Provider Personnel regarding customer's safety practices; and (ii) proper and safe handling of, and protection of, Service Provider Personnel from exposure to hazardous materials or dangerous conditions. Customer agrees to provide Service Provider Personnel with all safety health and other protections required by law for customer's own employees, including, without limitation, all protections required by federal, state and local laws, standards, regulations, orders and other requirements under OSHA, and similar workplace safety and health statutes and programs.

**9. Right to Subcontract**

Customer agrees that the Service Provider may subcontract the performance of services to third parties. Customer authorizes the Service Provider to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

**10. No Third Party Reliance**

Customer acknowledges and agrees that any advice, recommendation, information or work product provided to customer by Service Provider in connection with the services is for the sole use of customer and may not be relied upon by any third party; and customer is prohibited from making such advice, recommendation, information or work product available to any third party without prior written consent from Techni-Tool.

**III. ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF TECHNI-TOOL PRODUCTS**

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, EXPORT SALES OF TECHNI-TOOL PRODUCTS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF TECHNI-TOOL PRODUCTS ("ADDITIONAL EXPORT TERMS"). IN THE EVENT OF A CONFLICT BETWEEN TECHNI-TOOL'S STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL EXPORT TERMS IN SECTION III, THE ADDITIONAL TERMS IN SECTION III SHALL PREVAIL FOR EXPORT SALES OF TECHNI-TOOL PRODUCTS.

**1. Order Acceptance**

Customer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by Techni-Tool. Customer further consents that submission of its order shall subject customer to the jurisdiction of the federal courts of the U.S. and of the State where acceptance occurred in the U.S.

**2. Sales Tax and Duties, Import Fees**

Techni-Tool is required to charge federal, state, local tax, applicable duties, and import fees on products, or for providing a valid exemption certificate. Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, customer shall indicate which products are tax exempt.



**3. Payment and Credit Terms**

Payment can be made by Visa, MasterCard, Discover or American Express, irrevocable letters of credit or wire transfer. All other payment terms are as set forth in Section I.A.4. Customer agrees to inform Techni-Tool immediately if it intends to use any import or export financing, or has or will be granting a lien or security interest on its inventory to any third party.

**4. Shipping Charges and Freight Policy**

All Techni-Tool export orders are shipped under INCOTERMS® 2010 rules as defined by the International Chamber of Commerce. Unless otherwise stated and agreed, default shipping term is FCA Techni-Tool shipping location, excluding export customs clearance. Freight is collect from any Techni-Tool facility. Customer shall be responsible for obtaining insurance. At Techni-Tool's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped pre-paid as customer's exclusive remedy. Title and risk of loss for products shall pass when made available to customer on delivery to carrier in the U.S.; provided that if payment has not been made at the time of shipment, Techni-Tool shall retain title (but not risk of loss) until payment has been made. If product is damaged in transit, customer's only recourse is to file a claim with the applicable airline, carrier, vessel and/or insurance company; provided, however, that if Techni-Tool has not received payment in full at the time the product is damaged in transit, customer shall be liable to Techni-Tool to make payment for the product, and Techni-Tool shall also, if customer fails to make payment, have the exclusive right to file a claim with the applicable airline, carrier, vessel and/or insurance company.

**5. Export Controls and Related Regulations**

Customer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

**6. Foreign Principal Party in Interest; Freight Forwarder and Documentation**

It is specifically agreed that customer shall be the foreign principal party in interest and/or that its freight forwarder shall act as customer's agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and customer and its freight forwarder are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records. At Techni-Tool's request, customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by customer or its freight forwarder related to sales to customer by Techni-Tool.

**7. Anti-Corruption**

Customer is aware that Techni-Tool's business practices prohibit bribery and corrupt behavior in any form. Customer agrees that it is an independent contractor and it is and shall remain in compliance with all applicable laws that relate to money laundering, terrorism, commercial or official bribery or dealing with government officials (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act). Customer shall not offer or provide anything of value (cash or cash equivalents, gifts, loans, travel, entertainment, or any other similar benefit) either directly or indirectly to any government official for the purpose of influencing any act or decision in connection with the purchase and resale of the products ordered from Techni-Tool. Customer shall not pay a gratuity, bribe or inducement to any government official, even if it appears customary or consistent with prevailing business practices.

**8. Dispute Resolution**

Actions by Techni-Tool for non-payment by customer of the purchase price of products sold by Techni-Tool, or for redress of other breaches by customer of these terms and conditions, may be brought by Techni-Tool, at its option, before any U.S. or foreign judicial court of competent jurisdiction. At Techni-Tool's option, disputes between customer and Techni-Tool, including all claims for non-performance by Techni-Tool, shall be finally settled by arbitration in Montgomery County, Commonwealth of Pennsylvania, U.S., in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association, by a single arbitrator appointed in accordance with said Rules, applying these terms and conditions and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Illinois, U.S. The language of the arbitration shall be English.

**9. Country of Importation and Anti-diversion**

Customer represents that it is purchasing products from the U.S. and importing them to the country specified in the customer and Techni-Tool documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or

otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by Techni-Tool, customer shall provide documentation satisfactory to Techni-Tool verifying delivery at the designated country. Customer further agrees to inform Techni-Tool at the time of order of any North American Free Trade Agreement or other special documentation, packaging or product marking or labeling, but Techni-Tool shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless Techni-Tool expressly agrees to do so.

**10. Permits, Export, and Import Licenses**

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

**11. Governing Law; Limitations**

The rights and obligations of the parties under these terms and conditions shall not be governed by the provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods. Rather, these terms and conditions shall be governed by the laws of the Commonwealth of Pennsylvania, U.S., including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules. Notwithstanding the foregoing, any legal action by customer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.

