



General terms and conditions, Brico Industries Inc.

1. General

- 1.1 The following terms and conditions are binding upon any sales of any products sold by BRICO INDUSTRIES INC. (herein Seller) to any Customer (herein Purchaser) and shall be the exclusive basis of seller's sales unless Purchaser requests other purchasing terms that are agreed to in writing by Seller, otherwise the full content of the following general terms of sales shall bind Seller and Purchaser.
- 1.2 This contract and any payments to be made hereunder shall not be assigned or transferred by Purchaser without prior written approval by Seller.
- 1.3 Purchaser's agreement with the terms hereof to the exclusion of all others hereto or hereafter issued by Seller or Purchaser shall be sufficiently evidenced by Seller's acknowledgement of Purchaser's order or by Purchaser's acceptance of any Products sold with these terms and conditions.
- 1.4 This writing is the complete and final expression by the parties of their agreement, and of the terms thereof. No agent, employee or representative of Seller had, has or will have apparent authority to bind Seller contrary to the terms herein stated unless duly authorized by Seller.
- 1.5 Nothing herein can be modified or changed except by a writing signed by both Seller and Purchaser.
- 1.6 Any notice provided for herein shall be given in writing. Written notice under this contract shall be deemed to have been duly served when delivered in person to an officer of Seller, or if sent by registered mail or telegram to Seller at the address shown on the face hereof, or to Purchaser at the address shown on the face hereof to the attention of Purchaser.

2. Pricing

- 2.1 Prices are subject to change with 30 days notice due to currency exchange rate fluctuations or any other changes in the market place. All shipments shall be invoiced at prices prevailing on date of shipment.
- 2.2 In addition to the charges specified on the invoice, purchaser shall pay all Federal, state local and foreign taxes and other charges now or hereafter imposed on or in connection with the sale or use of Products.

3. Shipping

- 3.1 Unless otherwise agreed, quantities shipped are industry standard packaging units.
- 3.2 In the absence of specific shipping instructions, Seller shall use it's discretion regarding means and routing of shipments.
- 3.3 Seller shall not be responsible for in-transit damage (including but not limited to rust and corrosion) or damage due to mishandling.



4. Delivery Commitment

- 4.1 The delivery time given is approximate. A delivery time shall be reckoned from the date Seller's written acknowledgement of Purchaser's order is dispatched. Delivery shall be considered to have taken place on time if, within the time of delivery specified on the face hereof, the Products are either dispatched from Seller's warehouse or Seller notifies Purchaser that the Products are ready for dispatch or inspection. Delayed delivery shall entitle Purchaser to compensation only when the parties so agree in writing. Seller shall use its best efforts to notify Purchaser promptly of any delay in delivery time not caused by Purchaser, and shall assign a new delivery time. In no event shall Seller be liable to Purchaser for any losses or damages due to late delivery or failure of delivery.
- 4.2 Seller shall not be bound to ship product to Purchaser if agreed payment terms are not fulfilled to Seller's satisfaction by Purchaser.
- 4.3 Failure of delivery of any or all Products shall be excused due to: compliance with any law, order or regulation of any government of any country or any agency, instrumentality or subdivision thereof; any strike or other labor problem, fire, damage to or destruction in whole or in part of any merchandise or manufacturing plant; lack of or inability to obtain, for any reason whatsoever, raw materials, labor, fuel, supplies or equipment, war, riot, insurrection, civil commotion, flood, accident, storm, damage to or destruction of any carrier; any Act of God; or any other cause, contingency, event or circumstance beyond Seller's control, whether within or outside the United States.

5. Payment Terms

- 5.1 If no other terms are confirmed in writing: 30 days net / without discount.
- 5.2 Seller shall have the right to withhold shipment of any Product if Purchaser fails to make payment when due for prior shipments, such action on the part of Seller shall not release Purchaser from its obligations to accept and pay for Products if and when shipped by Seller.

6. Special Manufactured Goods

- 6.1 Manufactured parts are subject to +/- 10% unless Purchaser contracts with Seller during quoting process and it is agreed to in writing by both parties. Purchaser agrees to buy the total quantity of any products made to Purchaser's specifications due to lead-time and minimum manufacturing quantity.
- 6.2 If Purchaser provides Seller with any special design or blueprint for product, the Purchaser shall indemnify the Seller for any and all cost, damage, or expenses or other liability caused Seller for manufacturing or providing Purchaser's specially designed product to Purchaser or any third party. Any and all cost shall include Seller's attorneys' fees and other costs of defense.



7. Title to Good and Risk of Loss

- 7.1 Title and right of possession shall remain with Seller, and Products shall remain personal property, until all payments hereunder shall have been made in full in cash. Purchaser shall do all things necessary including making all filings under Article 9 of the Uniform Commercial Code, to perfect and maintain title and right of possession as aforesaid.
- 7.2 Risk of loss shall pass to Purchaser upon due delivery of Product to a common or contract carrier (Seller's or Purchaser's) or upon tender of delivery to Purchaser, whichever first occurs.
- 7.3 Identification of Products to the contract shall not occur until delivery thereof shall be tendered to Purchaser at the agreed point of delivery.

8. Cancellation

- 8.1 Except as otherwise expressly provided herein, without Seller's prior written permission no product shall be returned or rejected, or acceptance thereof revoked and no contract for sale may be modified unless by written agreement signed by a duly authorized representative of Seller.
- 8.2 If not otherwise agreed in writing, Purchaser shall inspect each product as soon as it is received by Purchaser and, if Purchaser believes that a Product so inspected is defective, Purchaser shall give Seller prompt notice (no later than 90 days after inspection) of the details of any such claimed defect and Purchaser shall at its own expense return the Product to the Seller's plant from which it was shipped or, at Seller's option, allow Seller to inspect the Product at the place where it is located. This notice should include a (A.) Defect Report that clearly states the non-conformance and the specification under which the Product was ordered and checked to; (B.) Purchaser should include a representative sample of the defective Product with the Defect Report. If a defect is demonstrated to Seller's satisfaction, Seller will within a reasonable time replace or rework the non-conforming Product or, at Seller's election, accept the return thereof and issue a credit to Purchaser in the amount of the price paid therefore by Purchaser, plus Purchaser's cost of return, if any. These alternative remedies shall be the exclusive remedies of Purchaser against Seller for any defect in a Product and Seller shall not have or incur any other further liability or obligation whatsoever, including, but not limited to, incidental or consequential damages for lost profits, lost sale, injury to person or property, or any other incidental or consequential loss.