



SALES ORDER TERMS & CONDITIONS

Except as otherwise agreed by Amerline (“Seller”) in writing, the following terms and conditions will apply to all orders received and all sales made by Seller.

1. These terms and conditions constitute the sole and entire agreement between Seller and the Buyer for the sale of the products as described in Seller’s Order Acknowledgement or Buyer’s Purchase Order with respect to the products purchased by the Buyer. Any terms or conditions contained on any printed form of Buyer, including but not limited to any order, purchase order, confirmation or other document, which is in any way inconsistent with or in addition to the terms and conditions contained in this Agreement are hereby expressly rejected. Buyer, by accepting any products from Seller, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions.
2. All products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the respective manufacturer’s standard warranty, which warranty is expressly in lieu of any other warranty, express or implied. Seller shall not be liable for any conditions attributable to (i) improper installation or testing, (ii) inadequate or improper maintenance or storage, (iii) normal wear and tear, (iv) failure to provide a suitable operating environment, (v) use of the products for purposes other than that for which it was designed, (vi) failure to monitor or operate the products in accordance with applicable Seller specifications and good industry practice, (vii) unauthorized attachment, removal or alteration of any part of the products, (viii) unusual mechanical, physical electrical stress, extreme environmental conditions, chemical exposure, (ix) modifications or repairs done by other than Seller, (x) mishandling during shipment of the products, (xi) any defects or performance failures resulting from products components from a third party that are integrated into Seller manufactured products (xii) any defects caused or resulting from components or materials provided to Seller by suppliers mandated or designated by Buyer; (xiii) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, accessories, equipment or materials not supplied by Seller, (xiv) any other abuse, misuse, neglect or accident or (xv) any products purchased outside of the United States of America. **Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THIRD PARTY MANUFACTURER’S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER.**
3. The products shall be deemed accepted by Buyer upon physical receipt of products unless Buyer provides Seller with written notice of its rejection of all or part of the products, such notice specifying the defect underlying the rejection, within ten (10) days after initial receipt of the products. All shortages must be reported within ten (10) days from the initial day of receipt of the products.
4. No products shall be returned for credit without first obtaining a valid Return Material Authorization (RMA) from the Seller. Seller shall have the sole discretion not to accept returns of non-defective products, and may impose a restocking fee of at least 25% as a condition to accepting a return of non-defective products. No returns shall be accepted more than 60 days after the delivery date. Any returned products must be in a new and unused condition and shipped in their original containers

Technical advice and specifications regarding the products sold hereunder solicited from Seller shall be used by Buyer at its own risk. Seller disclaims all liability for direct, special, punitive, incidental or, consequential damages suffered as the result of the use of such technical advice or specifications. **SELLER ASSUMES NO**



RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S GOODS OR PRODUCTS SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER.

5. Unless otherwise specified delivery of the products shall be FOB point of shipment, freight collect. All risks of loss, damage or untimely delivery shall be on Buyer after the products are placed in possession of the carrier.
6. Shipment dates indicated on sales order acknowledgements are estimated shipment dates. Seller will notify the Buyer if there is a change in the shipment date for unforeseen reasons. Seller shall not be liable for any failure to meet any specific shipping or delivery date.
7. Seller shall invoice Buyer at the time of shipment of each installment, and payment terms shall be net thirty (30) calendar days from date of shipment, unless otherwise agreed. All payments shall be in U.S. Dollars. Buyer shall make all payments as provided herein without regard to whether Buyer has made or may make any inspection or use of any products. No discounts or setoffs shall be made by Buyer against any invoices unless approved in writing in advance by Seller. Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate then permitted by law, whichever is less, until paid in full. Accrued and unpaid service charges shall be added monthly to the outstanding invoice balance (and service charges shall accrue on the service charges so added), to the maximum extent permitted by applicable law. Seller reserves the right to exercise any of its lawful remedies if Buyer does not make payments when due. Buyer shall promptly reimburse Seller for all costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting sums due hereunder.
8. Buyer may not cancel Sales Order or any portion of it without written approval from the Seller. Buyer will be responsible for any and all costs incurred by Seller as a result of any cancellation: all work and materials that have been committed to and/or identified to Buyer's order plus a cancellation charge as prescribed by Seller.
9. As used herein, the term "Proprietary Information" includes any information, documentation, methods, know-how, process, procedure, material or apparatus, of a confidential or proprietary nature obtained from Seller and any information obtained from Seller which is not readily available to Seller's competitors and which, if known by a competitor of Seller, might lessen any competitive advantage of Seller or give such competitor a competitive advantage. Seller retains ownership of all Proprietary Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation which contains Proprietary Information. Buyer shall not disclose, duplicate or reproduce any Proprietary Information, in whole or in part, nor shall Buyer use any Proprietary Information other than in the course of performing its obligations hereunder. Buyer shall take all reasonable steps to prevent the disclosure, duplication or revision of any Proprietary Information. Buyer shall limit access to the Proprietary Information to those employees of Buyer with a valid need to know. Notwithstanding the foregoing, Buyer shall not be required to refrain from disclosing or using any Proprietary Information which has become known to Buyer if the original source of such Proprietary Information was not Seller or any person or party affiliated with Seller or having a relationship of confidentiality with or an obligation.
10. **IN NO EVENT WILL BUYER BE ENTITLED TO OR SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, TORT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION COSTS, LOSS OF REVENUES, PROFITS OR SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, REPROCUREMENT, REMOVAL OR REINSTALLATION COSTS, OVERHEAD OR INJURY TO REPUTATION OR LOSS OF CUSTOMERS, OR FOR ANY CLAIMS ASSERTED AGAINST BUYER BY A THIRD PARTY ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE MANUFACTURE, DELIVERY, SALE, USE OR DEFECT OF PRODUCTS SOLD BY SELLER TO BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY PERSONAL INJURIES OR DEATH ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE**



OR DEFECT OF ANY SUCH PRODUCTS. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS AND CONDITIONS, BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM WILL NOT EXCEED BUYER'S PURCHASE PRICE (PLUS SHIPPING CHARGES AUTHORIZED BY SELLER FOR RETURN THEREOF) FOR THE PRODUCT GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

11. This Agreement and the sale of products hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, excluding laws directing the application of the laws of another jurisdiction, and Buyer hereby attorns to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder. All legal proceedings arising under this Agreement or in respect of the sale of the Products will be initiated and maintained solely and exclusively in any state or federal court located in Cook County, Illinois. The parties hereby irrevocably consent to such jurisdiction and venue. **THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO A TRIAL BY JURY.**
12. No change, modification or amendment of these terms and conditions shall be binding upon either the Seller or Buyer without the written consent of both Seller and Buyer.
13. Seller shall not be liable for delay in performance or nonperformance of any of its obligations hereunder, in whole or in part, if such performance is rendered impracticable by the occurrence of any condition beyond the reasonable control of either Seller or Seller's suppliers, including without limitation war, sabotage, embargo, riot, terrorism, or other civil commotion, failure or delay in transportation, utilities, act of any government or any court or administrative agency thereof (whether or not such action proves to be invalid), labor dispute (whether or not involving Seller's employees), accident, fire, explosion, flood, earthquake or other casualty, shortage of labor, fuel, energy, raw materials or machinery or technical failure. If any such contingency or condition occurs, Seller may allocate production and deliveries in any reasonable manner in its sole discretion. If, as a result of any such contingency, Seller's performance is delayed by more than thirty (30) days, Seller reserves the right to cancel any order, without liability.
14. If any term, covenant or condition of these Terms and Conditions, or the application thereof to any person or circumstance, shall, to any extent, be invalid, illegal or unenforceable, the remainder of these Terms and Conditions or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of these Terms and Conditions shall be valid and shall be enforced to the fullest extent permitted by law.