



TERMS AND CONDITIONS

GENERAL TERMS

These standard terms and conditions of sale (Terms and Conditions), and any other documents incorporated herein by reference apply to any and all orders placed by purchaser (“Purchaser”) for purchases of products from Mason Grinder LLC, its agents and affiliates (“Company”), whether or not such purchase is subject to a signed purchase order, purchase and sales, distribution or other agreement between Company and Purchaser.

Ordering products from Company constitutes acceptance of the terms set forth herein, as such terms may have been updated through the date of such order.

Any different, or additional terms in any purchase order, blanket instructions or other writing from Purchaser shall be deemed a material alteration hereof and are hereby expressly objected to and rejected and shall be of no force and effect. Commencement of performance or shipment shall not be construed as acceptance of any of Purchaser's terms and conditions which are different from or in addition to those contained in these Terms and Conditions, Purchase Order, and any other documents incorporated herein by reference (“Agreement”). Course of performance or usage of trade shall not be applied to modify these Terms and Conditions.

Company reserves the right to alter these Terms and Conditions at any time without notice and the revised Terms and Conditions will apply to all orders placed after the date of revision.

ORDERS

Placement of Orders: All orders must be placed in writing and delivered directly to the Company from the entity that will be liable for the payment of the order. Verbal orders or orders through a third party will not be accepted. No order is final as to Company until accepted by Company by written acknowledgment. All orders that are accepted by Company are subject to these Terms and Conditions.

Cancellation of Orders: After acceptance, requests to cancel or change orders must be submitted in writing to Company. All requests are reviewed for approval before processing and are subject to any and all cost or expense incurred by Company from such cancellation or change including, without limitation, costs for work performed and/or materials purchased by Company for production of orders. Hold orders may be accepted for informational purposes only. Procurement and production process will not be initiated and delivery commitments will not be provided without firm release dates on all hold orders.

PRICING

All prices represent those in effect at the time of quotation and are subject to change without notice. All prices are as stated in Company's quote and/or invoice and specifically override any prices referenced in Purchaser's purchase order or Company's marketing materials. Unless prices are quoted



as “firm” by an officer of Company, Company reserves the right to invoice prices in effect at the date of shipment, regardless of any prior quote and regardless of whether notice was received by Purchaser. All prices and other terms are subject to correction for typographical or clerical errors.

SALES MATERIALS AND SPECIFICATIONS

Any catalog specification, price sheet, estimate, or other similar documentation prepared by Company is strictly for the convenience of the Purchaser and shall not be deemed as an offer. Company believes such documentation is complete and accurate at the time of printing but does not warrant that such documentation is error free. Company is not liable or responsible for any damages in connection with errors of measurements, descriptions, application recommendations, etc.

Products are shipped and provided in accordance with the specifications as described in Company's sales materials and specifications.

Special or Made To Order: for special or made-to-order products, in accordance with Company's drawings and specification. In the event of a conflict between Purchaser's written order and Company's drawing or specification sheet marked “approved” or the like, the Company drawing or specification sheet shall prevail. Company reserves the right to change details of the design and materials at any time without written notice.

PACKAGING AND HANDLING

Company shall determine the method of packaging for all products. If Purchaser requires special packaging, handling, or delivery, such requests must be made in writing and charges for special packaging, handling, and delivery will be added to the price of the products.

Unless specifically agreed to in writing, Company will not be responsible for the payment of any penalties or special handling charges relating to Company's failure to comply with a Purchaser's special requirements for order processing, handling, packaging, shipping, or invoicing.

SHIPMENT, DELIVERY AND TITLE

Unless otherwise agreed in writing, products will be tendered and shipped Ex Works (Incoterms 2010) Company's facility or warehouse.

All deliveries of products outside of the United States shall be Ex Works (Incoterms 2010) Company's facility or warehouse.

Delivery dates of all shipments are estimated and are not guaranteed. Any shipment date mentioned by Company in any document or correspondence is Company's approximation of a shipment date, and is not a fixed or guaranteed shipment date. Company assumes no liability in connection with any delay in delivery. Any claims for shortages, losses, or damages sustained in transit shall be made by Purchaser with the carrier and must be documented on delivery receipt. Upon request, Company will provide evidence of delivery of products to the carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.



All shipments hereunder are subject to compliance with the export control laws and regulations of the United States. Purchaser agrees to comply with all such laws and regulations concerning the use, disposition, re-export and sale of the goods provided hereunder.

Purchaser is responsible for timely obtaining any required authorization for receiving delivery of the products purchased from Company, including import licenses, exchange permits, or any other governmental authorizations. Company shall not be liable if any authorization is delayed, denied, revoked, or otherwise restricted and Purchaser shall not be relieved thereby of its obligations to Company including payment obligations.

Purchaser will pay any detention, storage, handling, or auxiliary charges assessed by carriers or warehousemen resulting from Purchaser's requirements for special service or Purchaser's failure to accept delivery in a timely manner.

PRODUCT ACCEPTANCE

All products delivered hereunder shall be deemed accepted by Purchaser as conforming to these Terms and Conditions, and Purchaser shall have no right to revoke any acceptance unless written notice of the claimed nonconformity is received by Company within thirty (30) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Purchaser, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of the product by the Purchaser.

FORCE MAJEURE

Company shall have no liability or obligation in connection with any failure to manufacture or deliver due to causes beyond Company's reasonable control including but not limited to strikes, lockouts, fires, riots, wars, acts of God, inability to obtain materials, components or supplies, failure or breakdown of machinery, production scheduling delays, government regulations or other conditions.

WARRANTIES AND DISCLAIMERS

Company warrants only its title to the products and that the quality of the products shall conform to Company's specifications. THESE ARE THE ONLY REPRESENTATIONS OR WARRANTIES COMPANY MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE, OR ARISING OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE ARE DISCLAIMED BY COMPANY.

In the event that any product fails to conform to the limited warranty set forth in this section, Company's exclusive obligation and Purchaser's exclusive remedy shall be limited to, at Company's option, replacement of the non-conforming product at Company's expense, or a refund of the purchase price attributable to the specific product as to which a claim is made and the reasonable transportation costs for said specific product; provided, however, that Company's obligation hereunder is conditioned upon Purchaser's compliance with the notice requirements set forth in these Terms and Conditions. Company's limited warranty extends only to Purchaser and not to any subsequent purchaser of products. All products for which a warranty claim is made pursuant to this limited warranty must be



made in writing to Company. THIS WARRANTY DOES NOT EXTEND TO DAMAGE TO A PRODUCT CAUSED BY OR ATTRIBUTABLE TO FREIGHT DAMAGE, NEGLIGENCE, ABUSE, MISUSE, IMPROPER OR ABNORMAL USAGE, MAINTENANCE OR STORAGE, OR REPAIRS NOT PROVIDED AND/OR AUTHORIZED BY COMPANY.

Except as provided in this Section, IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF RECOVERY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, IN ANY WAY RELATING TO, ARISING FROM, OR RESULTING FROM THE DELIVERY HEREUNDER OF OR USE MADE OF COMPANY'S PRODUCTS EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Where Company has provided guidelines, or recommendations of use as to products, Company makes no warranties with respect to the results obtained. Unless otherwise agreed in a separate written agreement, Purchaser assumes all responsibilities, risks, and liability arising from the handling, storage, and use of products by Purchaser, it's employees, agents, affiliates, assignees, customers, and contractors.

INDEMNIFICATION

Purchaser, on behalf of its employees, agents, affiliates, assignees, customers, and contractors, hereby indemnifies and holds harmless Company, its members, directors, officers, agents, affiliates, and employees from any and all claims whether in contract, tort, strict liability, or otherwise, for any direct, special, incidental, consequential, or punitive damages for the death of or injury to persons or damage or destruction of property, labor costs, lost profits, or otherwise, which may result from or be incurred incident to Purchaser's, its employees, agents, affiliates, assignees, customers, and contractors use, ownership, or operation of Company's products. Purchaser will indemnify and hold harmless Company, its members, directors, officers, agents, affiliates, and employees for any claims or damages resulting from or caused by claims against Purchaser by any other party, the act or omission of any other party, including but not limited to, end users and customers of Purchaser, and equipment or services furnished by a third party, and the modification or integration of any product into other products by Purchaser unless authorized by Company in writing. Purchaser shall not join, settle or otherwise attempt to affect or dispose of any such claim without Company's written consent.

ANTI-BRIBERY/ANTI-TERRORISM

Purchaser, its members, officers, directors, employees, agents, and affiliates have not and will not engage in any activities that violate the United States Foreign Corrupt Practices Act, the UK Bribery Act, any other anti-corruption act or the United States Patriot Act. Purchaser shall indemnify Company from any liability or damages asserted against Company as a result of a violation of any of the above laws by Purchaser, its agents, affiliates, or employees.

APPLICABLE LAW



These Terms and Conditions and all transactions between the parties shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, the United States of America and where applicable Article 2 of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply.

The parties hereby agree that as to any and all litigation, arbitration, and/or other proceedings arising out of or relating to these Terms and Conditions or any goods purchased by Purchaser from Company, sole jurisdiction and venue shall be in the state and federal courts located in the State of Rhode Island in the United States and all parties hereby waive any defense of jurisdiction and/or venue that may now or hereafter exist. ANY ACTION BY PURCHASER FOR BREACH OF THESE TERMS AND CONDITIONS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

BANKRUPTCY

In the event Purchaser files or has filed against it a petition for relief under the United States Bankruptcy Code, Company, in its sole discretion, shall have the right to stop any shipments of products then in transit to Purchaser and/or for which there remains unsatisfied invoicing, and thereby exercise an immediate right of possession thereto and Company shall have the right to change the payment terms of any subsequent shipments to "cash in advance" or "cash on delivery", as Company may determine to be appropriate in its sole and exclusive discretion.

Purchaser hereby grants to Company a purchase money security interest in the products sold to Purchaser until such time as Company is fully paid for said products. Purchaser will assist Company in taking all necessary steps to perfect and protect Company's security interest. To the extent that Company determines in its sole discretion that it is desirable to do so, Purchaser hereby authorizes Company to execute on its behalf and file in all appropriate government offices such UCC-1 Financing Statements as may be deemed necessary and appropriate by Company to perfect such security interest.

GRAPHICS AND PROPRIETARY MATERIALS

Any and all graphics, images, and artwork designed by Company are the exclusive property of the Company. Copying or replication of graphics, images, or artwork is prohibited without prior written approval of Company.