

Terms and Conditions for Website Orders

1. Offer and Acceptance. The receipt of an order by Seller from Buyer is an offer by the Buyer to purchase the product(s) ordered from Seller. A contract is made after: (i) Seller issues a Sales Order to Buyer; and (ii) the required payment(s) is made by Buyer and received by Seller. The contract terms will be: (i) the terms of the Seller's acceptance, and (ii) these Terms and Conditions for Website Orders. Seller has no obligation to sell Buyer any product until (i) Seller has issued a Sales Order, and (ii) Seller has confirmed received of the deposit from Buyer.

2. Sale Orders. The Sales Order confirms the price, quantity, estimated delivery date, delivery location, and shipment method. Buyer shall not alter, cancel, reschedule, or delay delivery, without the written approval of Seller, though Seller will endeavor to accommodate all reasonable requests of Buyer. Seller shall use best commercial efforts to deliver product(s) timely and on or before the estimated delivery date identified in the Sales Order and Buyer acknowledges that timely fulfillment is a function of all required payments to be made by Buyer in a timely manner.

3. Shipment Method. The shipment method is indicated on the Sales Order. Cost and risk responsibility will be consistent with Incoterms® 2020. Any mode of shipment of which cost is the responsibility of Buyer and is being paid for by Seller will be invoiced separately by Seller at the time of shipment and due immediately on receipt.

4. Taxes and Import Costs. In addition to the price of the product(s) specified in the Sales Order, Buyer shall pay all taxes applicable to the price, sale or delivery of any product(s) (including sales, value-added, import, export, excise, or other tax), customs fees or tolls, duty, tariffs, importation, stamp, storage, customs brokerage, and any clearance costs required for the product(s) to be delivered to Buyer ("Taxes & Import Costs"). Taxes and Import Costs shall be paid by Buyer and will be invoiced on landing, with the invoiced amount payable due on receipt.

5. Payment Terms. All amounts and payments hereunder are denominated in U.S. Dollars and shall be paid in accordance with the terms outlined in this Sales Order.

6. Consequential Charges. In the event, Buyer fails to make a required payment when due and in addition to any remedy available to Seller by law, (a) interest on all overdue amounts shall be and accrue at a rate of 1.5% per month from the due date until paid in full; and (b) all charges, expenses, and costs, whether direct or indirect, incurred by Seller as a result of Buyer failing to make a required payment when due shall be the responsibility of Buyer.

7. Force Majeure and Excusable Delay. Seller shall not be liable for any damages of any kind for delayed or non-performance if such delay or non-performance is due directly or indirectly to: (a) Buyer or its agents; (b) an event of force majeure; or (c) causes beyond Seller's reasonable control.

8. General Warranty. With respect to all product(s) to be delivered under a Sales Order, Seller warrants that such product will: (a) be of merchantable quality; (b) free from any defects in workmanship, materials, and design, (c) be manufactured, packaged, labeled, handled, and shipped by Seller or its agents in a good and workman-like manner at quality levels consistent with industry standards and in agreed product specifications; (d) operate as intended; and (e) be free and clear of all liens, security interests or other encumbrance.

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9. General Description. Any descriptions or illustration contained in Seller's catalogs, price lists, website or other advertising materials are intended merely to present a general description of the product(s) and shall not form a part of the contract.

10. Rejection of Delivered Product. Upon receiving possession of the product(s), Buyer shall have fifteen (15) days to inspect the product(s) to determine if the product(s) conforms to the agreed product specifications or if there is a manufacturing defect. If Buyer, in good faith, determines that all or a portion of the delivered product(s) does not meet the agreed product specifications or there is a manufacturing defect, Buyer must provide within three (3) business days of inspection written notice to Seller.

11. Indemnity. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Seller have any liability to Buyer or its insurers for any loss, damages, fines, penalties or injury arising out of, connect with, or resulting from the contract, or from its performance or breach, or from the use or consumption of the product(s) by Buyer or any subsequent user of the product(s).

12. Limitations of Liability. The total liability of Seller, of any kind, whether in contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise arising out of or related to the contract, its performance or breach, or from use of any product(s), shall not exceed the price allocable to the part of the particular product giving rise to the claim. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall Seller or its subcontractors, or suppliers be liable for loss of profits or revenues, loss of use of the product(s), cost of capital, cost of substitute product(s), downtime costs, claims of Buyer or Buyer's customers, for such damages, or for any special, consequential, incidental, indirect or exemplary damages, or penalties of any kind. For purposes of Sections 11 and 12, the term "Seller" shall mean Seller, its directors, officers, agents, employees, successors and assigns, authorized representative, subsidiaries and affiliates, subcontractors and suppliers and their respective agents and employees, whether individually or collectively.

13. Compliance with Laws. All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable federal, state or local government authority of any country laws and regulations. Buyer agrees that it shall comply with all federal, state and local government authority laws and regulations regarding the merchantability and commercial sale of product(s) supplied by Seller to Buyer to end-user consumers.