

TERMS AND CONDITIONS OF SALE

All sales by Hastings Fiber Glass Products, Inc. are subject to the following terms and conditions, as well as the other terms contained in our full Terms and Conditions of Sale, which are available upon request. We object to and will not agree to any terms that are additional to or different from these terms.

Quotations; Prices; Orders. Written quotations automatically expire 30 calendar days from the date of issue unless sooner terminated by notice. Prices are based on standard catalogue items, packaged, marked and tested in line with our stated company policy. Prices are subject to change without notice. Price at which the products will be billed will be that which is published or in general effect when shipment is made. Prices do not include Federal, State or Municipal Taxes. All orders are subject to our approval and acceptance. All orders are subject to a minimum order charge of \$50.00 for all products except parts, which are subject to a minimum order charge of \$25.00.

Delivery. Delivery shall be F.O.B. our factory in Hastings, Michigan. Shipping charges are prepaid and will be added to Buyer's invoice. Shipping dates are estimates only. If we are unable to finish and ship the products to Buyer on time because of anything we cannot control, then the estimated delivery time will be extended and we will not be liable to Buyer for the delay. Stenographic, clerical and billing errors are subject to corrections. Authorized returns are subject to a minimum 20% restocking charge.

Defects; Remedies. We will repair or replace, at our option, any product we manufactured that has not been subject to misuse, abuse or improper application and which proves to be defective in materials or workmanship such that the value of the product to Buyer is materially impaired within one year from date of shipment. If Buyer approved drawings of, specifications for, or a sample of the product, then the product shall not be defective to the extent that it conforms thereto. Buyer shall be responsible for packing, shipping and transportation costs for returning products to us. No products shall be returned to us without our prior written consent. The acceptance of any product returned to us shall not be deemed an admission that the products are defective or in breach of any warranty, and if we determine that the products are not defective, they may be returned to Buyer at Buyer's expense. If we fail to repair or replace any defective product within a reasonable time, then we will be liable to Buyer for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the defective product that has been paid by Buyer, but Buyer shall not obtain repair or replacement by a third party without giving us at least 15 days prior written notice. This paragraph sets forth Buyer's sole and exclusive remedies for any defect in the products. No warranty is made with respect to any item (including, but not limited to, equipment, accessories, component parts or auxiliary equipment) we did not manufacture. We shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to our products by Buyer or any third party, or for damage caused by negligence, accident, overloading or improper use of the products by Buyer or any third party. Only our authorized officer may modify, expand or extend this warranty, waive and of its limitations or exclusions, or make any different or additional warranties with respect to the products, and then only in a signed writing. On any resale of the products, Buyer shall contractually limit its buyer's rights and remedies against both Buyer and us to the same extent as Buyer's rights and remedies are limited under this Agreement. Products are sold with the express understanding that their life and fitness for purpose are indeterminate and largely depend on application and operating circumstances and continuing maintenance.

Limitations. EXCEPT AS STATED ABOVE, WE MAKE NO WARRANTIES AS TO THE PRODUCTS AND, IN PARTICULAR, MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE PRODUCTS. WE WILL NOT HAVE ANY TORT LIABILITY TO BUYER WITH RESPECT TO ANY OF THE PRODUCTS AND WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY PRODUCT DEFECT, DELAY, NONDELIVERY, RECALL OR OTHER BREACH. Buyer must bring any claim, suit or other proceeding arising out of this Agreement or relating to the products within one year from the date of the breach. **Design Changes.** We reserve the right to incorporate new design or improvements on the products or their component parts without obligation in regards to a customer's existing stock.

Buyer Obligations. Buyer shall indemnify us and hold us harmless, and if we so request defend us, with respect to all costs, damages, losses, claims, judgments, and expenses, including attorney fees, that we incurs as a result of or in connection with (a) any act, omission or use of the products by Buyer, its employees, or its customers; (b) any breach by Buyer of any of its obligations under this agreement; (c) any claimed unfair competition, or any claimed patent, trademark, or copyright infringement, or any claimed infringement of any other proprietary right; or (d) any other claim resulting from our manufacture of the products to Buyer's specifications.

Miscellaneous. Any sale of products to Buyer shall be considered to have been made in, and shall be governed by and interpreted according to the laws of, the State of Michigan, and any action relating to the same may be brought in any federal or state court located in Barry or Kent County, Michigan. Any agreement to purchase goods shall be binding upon us and upon Buyer, and upon our respective legal representatives, successors and assigns.

Caution: The products we supply are intended to be used and serviced only by professional personnel who have been trained in proper work and safety practices relating to the use of this type of product. The information provided on the products does not cover every possible contingency to be encountered and it is not intended to be used as a substitute for adequate training and experience. If specific situations or questions arise regarding the use of the products or, if additional information is required, phone or write the factory before proceeding.