

TERMS & CONDITIONS OF SALE

These Terms and Conditions of Sale (these “**Terms**”) are the only terms which govern the sale of the products (“**Products**”) by Greenbelt Industries or above listed companies (“**Seller**”) to you as buyer (“**Buyer**”).

1. **Sales Contract:** A contract shall be deemed to have been entered into upon receipt by Buyer of an order acknowledgement/confirmation. We acknowledge orders directly, via fax or e-mail. Orders are accepted at all Seller offices. All rush orders will be subject to a rush fee equal to 25% of the value of the order.
2. **Scope of Contract:** The products to be supplied and the work to be performed under this contract shall be as specified in the acknowledgment of order. Items not referred to that are supplied or performed shall be charged for separately. All custom orders shall be the responsibility of and paid for by Buyer even upon cancellation of an order.
3. **Terms of Payment:** Unless otherwise agreed in writing, payment terms are Net 30 Days. Unpaid accounts may result in the interruption of supply of materials until such time as our office has received payment. In addition, interest shall accrue on any unpaid balance from the date of invoice at the rate of 1.5% per month, but in no event at a rate greater than the maximum rate permitted by law.
4. **Pricing:** All prices are subject to change without notice and are therefore considered non-binding. Verbal or written quotations shall be valid for 30 days from date of quote. Unless otherwise agreed upon all goods are billed at the prices in effect at the time of receipt by Buyer of the order acknowledgement/confirmation, Possession of price information by any person is not to be construed as an offer to sell the goods at the prices therein.
5. **Delivery:** Unless otherwise agreed in writing, delivery in the U.S. is ExWorks Buffalo, NY; in Canada is Mississauga, ON; in the UK is Heywood, UK; in the EU is Milan, Italy. Transit risks are borne by the Buyer, even in cases where the goods may be delivered free of charge. Delivery dates indicated in quotations may be subject to change due to conditions beyond our control, such as fires, accidents, strikes, etc. Seller will exercise all reasonable effort to meet specified delivery dates, but cannot guarantee it will do so or be held responsible for added costs or expenses which may result from such delays. Buyer is not entitled to withdraw wholly or partially from the order due to a delivery delay.
6. **Freight:** Expedited shipping charges will be billed in full. If Buyer specifies special routing involving any excess expense, those freight charges will be charged back in full to Buyer on the invoice. No allowance is made for cartage. Seller reserves the right to ship from any stocking location in order to fulfill the delivery date requested or promised. Certain materials and substances require special HazMat approved packaging and handling. Costs for these services are additional and will be billed in addition to standard freight charges.
7. **Shortages:** All shortages must be reported to one of our locations within ten (10) days of receipt of order. Subsequent claims will not be permitted.
8. **Returns:** Material will not be accepted for return unless a return goods authorization (RGA) has been issued by Seller. This RGA number is to be clearly noted on the package. Material ordered in error will be returned through the normal RGA procedure, and restocking charges will apply in all cases. Buyer will be responsible for all costs and expenses associated with any returned Products and will bear the risk of loss or damage of such Products, unless Seller agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Seller reserves the right to inspect any allegedly defective Products to confirm that the alleged defect was not caused by accident, misuse, neglect, improper installment, unauthorized alteration or repair, or improper testing or maintenance. Seller, in its sole discretion, may reject any return of Products not approved by Seller in accordance with this section or otherwise not returned in accordance with Seller's then current-return policies. Non-Standard items are not returnable. All returns must be returned to Seller within 15 days from issuance of an RGA, and the case with be closed if the materials are not received by Seller within 20 days from issuance of the RGA. There will be a twenty-five percent (25%) restocking charge assessed on all returns.
9. **Order Acknowledgement and Cancellation:** Seller will forward an acknowledgement of all orders entered directly via fax or e-mail. To protect customers from errors, customers are required to check their order acknowledgement for accuracy. Immediately upon receipt, Orders will be considered accurate and accepted by the customer unless Seller is notified of any discrepancy. Cancellation or suspension of orders by Buyer is subject to written approval by Seller. Buyer will be responsible for all costs incurred up to the time of cancellation or suspension.
10. **Minimum Order Value:** A minimum order of \$250 is required for [domestic/international] shipments with a \$5000 annual minimum. All orders with a total value of less than \$250 will be invoiced at \$250. Non-standard Products will be subject to minimum order quantities and lead times as specified by Seller. The amounts set forth in this section shall be based on the local currency of the jurisdiction to where the order is being shipped. For clarification, all orders shipped to the European Union will have a minimum of €250, all orders shipped to the U.K. will have a minimum of £250, and all orders shipped to Canada will have a minimum of CDN\$250.
11. **Contingencies:** We reserve the right to cancel in whole or any portion thereof, any order deemed overly difficult or impossible due to unforeseen causes. In such cases we are under no obligation for compensation or for subsequent delivery.

12. **Warranty:** All goods are inspected prior to shipment. Products proved to be defective in either material or workmanship within 90 days of invoicing will be repaired or replaced at our discretion, at no charge, providing the product has been used properly. **ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. SELLER ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR VALUE, ANY OTHER DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** This warranty does not cover defects caused by normal wear and tear, accidents, misuse, or neglect. This warranty is non-transferable and covers only the original end Buyer of the applicable Product. Proof of purchase in the form of the original purchase receipt or packaging slip is required for warranty validation and service. Warranty claims must be made directly to Seller within [fifteen (15)] days from the date Buyer discovers a defect in the Product. This warranty does not cover any Products (i) purchased through non-authorized dealers; (ii) purchased through online auction websites; or (iii) shipped outside the country in which the Products were delivered. Non-authorized dealer receipts and/or online sales auction confirmations are NOT acceptable or accepted for warranty verification. Subject to the terms herein, during the warranty period, with respect to any allegedly defective Product, Buyer's sole and exclusive remedy for any breach by Seller of the warranty, and Seller's sole and entire liability for such breach, is, at Seller's option, to repair or replace the defective Product, or the issuance of a credit invoice. Replacement or repaired Products are warranted as above only for the remainder of the original applicable Warranty Period for the originally purchased Product.

13. **Warranty Disclaimers:** EXCEPT AS EXPRESSLY SET FORTH ABOVE, EACH PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE WARRANTY AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO BUYER. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THE LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR THE PRODUCT SUBJECT TO SUCH APPLICABLE LAW WILL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE ENTIRE AGGREGATE LIABILITY OF SELLER AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY BUYER FOR THE PRODUCT GIVING RISE TO LIABILITY. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE AND ASSUMES NO LIABILITY FOR DIRECT OR INDIRECT DAMAGES, LOST PROFITS, DOWNTIME, PRODUCTION LOSS OR ANY OTHER CONSEQUENTIAL DAMAGES FOR APPLICATION RECOMMENDATIONS THAT ARE NOT UNDER SELLER'S DIRECT CONTROL AND SUPERVISION.

14. **Drop Ship Policy:** Seller will ship to any location requested by Buyer in the country in which Buyer is located, unless otherwise approved in advance in writing by Seller, but only to the extent permitted by law, regulation, or treaty.

15. **Assignment:** Assignment or transfer of this contract, or of any interest herein, or of any money due or to become due under the terms hereof without the prior consent of Seller shall be void.

16. **Variance of Conditions:** If this offer is made in response to a written order from Buyer which contains terms and conditions additional to or different from the terms and condition contained herein, then sellers' acceptance of said order is hereby expressly conditioned upon buyer's assent to all of the terms and conditions contained in this document. These Terms are expressly agreed to by Buyer and will supersede all other terms provided by Buyer.

17. **Tolerances:** Standard fabrication tolerances will be as established by Seller pursuant to Seller's internal allowable limits and defects per linear yard of fabric ("Seller's Standards"), unless otherwise agreed to in advance in writing by Seller. Should Buyer have special requirements different than Seller's Standards, Buyer shall notify Seller in advance for any such order to be evaluated in advance by Seller. Any order that does not fall within Seller's Standards shall be subject to the advance written approval of Seller.

18. **Interchange and Cross Reference:** The practice of interchanging or substituting competitive specifications without consideration of application environment and mechanical parameters involves considerable risk and uncertainty. Interchange information is provided upon request, as a service to our customers and should not be considered to be a technical recommendation for a specific application. When products are selected using this technique, **BUYER ACKNOWLEDGES AND AGREES THAT ANY AND ALL PRODUCTS SELECTED BASED ON SUCH PRODUCT CROSS REFERENCES OR INTERCHANGE INFORMATION ARE NOT WARRANTIED BY SELLER TO MEET BUYER'S REQUIREMENTS OR NEEDS AND ARE NOT GUARANTEED BY SELLER.**