

## Standard Terms and Conditions of Sale

These Standard Terms and Conditions of Sale are the only terms and conditions, oral or written, applying to the sale of merchandise to Buyer except for additional terms consistent with these Standard Terms and Conditions on prices, quantities, delivery schedules, and the description and specifications of the merchandise as set forth in a purchase order form issued by or approved in writing by Pure Safety Group ("Purchase Order"). Any specifications for merchandise shall be only as set forth in a Purchase Order. Pure Safety Group hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document other than a Purchase Order. Acceptance is made expressly conditional upon Buyer's assent to the terms of these Standard Terms and Conditions of Sale.

All proposals, negotiations, representations, quotations or agreements, if any, written or oral, regarding the sale of any merchandise and made prior to or contemporaneous with the date of these Standard Terms and Conditions are merged herein. Pure Safety Group hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document other than a Purchase Order. Pure Safety Group's failure to object to any provision contained in a document or communication from Buyer shall not be a waiver of these Standard Terms and Conditions or any Purchase Order. All proposals, negotiations, representations, quotations or agreements, if any, written or oral, regarding the sale of any merchandise and made prior to or contemporaneous with the date of these Standard Terms and Conditions are merged herein.

### 1. Orders:

Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by Pure Safety Group, or any of its affiliates and divisions.

Accepted Purchase Orders may not be canceled or amended except with Pure Safety Group's prior written consent. Cancellation charges may be applied at Pure Safety Group's discretion.

Buyer expressly waives any claim or dispute regarding a Pure Safety Group invoice if such claim or dispute is not presented to Pure Safety Group in writing within thirty (30) days of the invoice date.

### 2. Pricing:

Prices are subject to change without notice. Merchandise is invoiced at prices in effect on date of shipment. Pure Safety Group reserves the right to add additional charges in the event Buyer requests an extension or acceleration of a scheduled ship date or specifies special packaging.

### 3. Payment:

Payment terms will be assigned to a Buyer account based on the creditworthiness of the Buyer along with past payment history. Payment should be made in accordance with the terms noted on the customer invoice. Pure Safety Group may impose interest at a rate of 1.5% per month for all past due balances. If Buyer fails to pay invoices when due, Pure Safety Group retains the right to change or withdraw credit and thereby suspend or cancel performance on any or all purchase agreements with Buyer. In the event of default by Buyer, Pure Safety Group shall be entitled to recover any and all costs, fees and expenses incurred through collection efforts, including but not limited to attorney's fees, court costs and collection costs.

**4. Delivery and Title:**

All deliveries will be made “EXWORKS” Pure Safety Group’s place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Pure Safety Group’s delivery dates are estimates only and Pure Safety Group is not liable for delays in delivery or for failure to perform due to causes beyond its reasonable control, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

**Will Call**

To the extent Pure Safety Group agrees in writing for an order to be placed via will call, the Buyer shall have five (5) business days to pick up order from the Pure Safety Group facility at which the order is being held; this five (5) business day period shall begin to run from the date on which Pure Safety Group first notifies the Buyer in writing that the order is ready for pick up. If the order is not picked up within the aforementioned five (5) business day period, it will be shipped to Buyer, at Buyer’s expense. In no event shall Pure Safety Group be required to allow for will call orders; such orders shall be at the sole discretion of Pure Safety Group.

**5. Returns, Refunds and Exchanges:**

**Returns:** An authorization and return number (“RGA”) must be issued by Pure Safety Group’s Customer Service department before a return can be accepted and processed, as well as meet the following guidelines.

- All returns must be made within 30 days of the date of shipment of the product.
- Material returns are strictly limited to the product that the RGA was issued for. There will be no credit issued for material returns not designated on the original RGA.
- Once an RGA is issued it will expire if the material is not returned within 30 days from its issuance.
- Pure Safety Group will not be responsible for material returned that was not on an RGA.

**Exchanges:** Any product sent back for exchange must be in new condition and in the original packaging. Exchanges must be requested within 30 days of the ship date. Defective item(s) may be exchanged or returned for the same item. Items purchased from Pure Safety Group that have been used or altered will not be accepted for exchange.

**Custom/Special Orders:** All custom orders are not eligible for return or credit.

**Return Freight/Restocking Fee:** A 20% restocking fee will be assessed against all returns. The cost of freight to return product will be the responsibility of the Buyer.

**How to Return an Item:**

1. Contact PSG Customer Service: Web Devices - ; Guardian Fall Protection - ; Ty-Flot - ;
2. PSG Customer Service will issue a Return Material Authorization (“RMA”) number. Once the RMA is issued, the item(s) must be returned within 30 days. Customer Service will provide

the Buyer with specific instructions on where to return item(s) with the RMA number. In most cases the item(s) will be shipped to Guardian Fall Protection at:

Guardian Fall Protection Warehouse  
6305 S. 231<sup>st</sup> Street  
Kent, WA 98032

3. Include the signed RMA in the returned package stating the reason for the return and the original invoice/packing slip.

## **6. Warranty**

Pure Safety Group warrants to Buyer that all products are free from defects in material, workmanship and design (if a Supplier-responsible design), however this warranty does not cover conditions resulting from normal wear and tear, neglect, abuse, accident or otherwise. Pure Safety Group's obligations under this warranty apply for the lifetime of the products and are limited to the replacement of product only. This warranty is not transferable to any other Pure Safety Group service, and does not apply to product that is resold after having been put into service. No other person, firm, entity or the like is authorized to assume or assign for Pure Safety Group any other liability in connection with the sale or use of Pure Safety Group's products. Furthermore, this warranty is void if any product is changed or altered in any way, or if the product is used in a manner other than for which it is intended. There are no implied warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed.

## **7. Limitation of Liabilities**

Buyer shall not be entitled to, and Pure Safety Group shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overhead, business interruption cost, loss of data, removal or reinstallation cost, injury to reputation or loss of buyers, punitive damages, IPR infringement, loss of contracts or orders or any indirect, special incidental or consequential damages of any nature. Buyer's recovery from Pure Safety Group for any claim, if any, shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise.

## **8. Indemnification**

Buyer will indemnify, defend and hold Pure Safety Group harmless from any claims, demands, actions, liabilities, losses, costs, expenses, or damages whatsoever, including but not limited to attorneys' fees and costs, based on (a) Pure Safety Group's compliance with Buyer's designs, specifications or instructions, (b) modification of any products by anyone other than the Pure Safety Group, (c) use in combination with other products, or (d) any actual alleged death of, or injury to, any person and/or .

## **9. Use of Products**

The warranty as stated herein is void if any product is changed or altered in any way or if the product is used in a manner other than for which it is intended.

## **10. Force Majeure**

Pure Safety Group is not liable for failure to fulfill its obligations for any accepted order or for delays in delivery due to causes beyond Pure Safety Group's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Pure Safety Group from performance and barring remedies for non-performance. In an event of force majeure condition, Pure Safety Group's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Pure Safety Group to any liability or penalty. Pure Safety Group may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

## **11. Technical Assistance or Advice**

If technical assistance or advice are offered or given to Buyer, such assistance is given free of charge and only as an accommodation to Buyer. Pure Safety Group shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Pure Safety Group's representative in connection with the Products or Services constitute a representation or warranty, express or implied.

## **12. General**

These Standard Terms and Conditions and any Purchase Order shall be binding upon and inure to the benefit of Pure Safety Group and Buyer and each of their respective successors and permitted assigns

No oral statements, recommendations or assistance given by a representative and/or distributor of Pure Safety Group to the Buyer or its representatives in connection with the use of any product by the Buyer shall constitute a waiver by Pure Safety Group of any of the provisions hereof, or affect Pure Safety Group's liability as herein defined.

These Standard Terms and Conditions do not constitute an agency relationship between the parties and neither party shall hold itself out to be the legal representative, agent, or employee of the other party for any purpose whatsoever.

Neither these Standard Terms and Conditions nor any Purchase Order, nor any term or provision hereof or thereof may be modified, amended, or waived, except by a writing duly executed by Pure Safety Group.

Neither party shall assign or delegate its rights or responsibilities under these Standard Terms and Conditions or applicable Purchase Order, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Pure Safety Group may assign these Standard Terms and Conditions and any Purchase Order in connection with a merger, a sale of all or substantially all of its assets or business operations related

to these Standard Terms and Conditions and any Purchase Order, or a reorganization without the consent of Buyer by providing notice to Buyer.

If any provision of these Standard Terms and Conditions or any Purchase Order shall be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted from these Standard Terms and Conditions or any Purchase Order and replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of these Standard Terms and Conditions and any applicable Purchase Order shall continue in full force and effect.

These Standard Terms and Conditions and all Purchase Orders shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, without reference to (i) the conflicts of laws principles thereof and (ii) the United Nations Conventions on Contracts for the International Sale of Goods. Any claim, action, suit or other proceeding initiated under or in connection with these Standard Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of Texas having jurisdiction over the subject matter thereof, and the parties hereto hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties hereto submit themselves to the jurisdiction of each such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given to it under these Standard Terms and Conditions. Any claim, action, suit or other proceeding initiated by Buyer in connection with these Standard Terms and Conditions must be brought within one year after delivery to Buyer of the applicable merchandise to which such claim, action, suit or other proceeding relates.

Where these Standard Terms and Conditions are presented in response to a Buyer Purchase Order, the Buyer's receipt of this acknowledgement of its Purchase Order without protest or objection in writing thereto, shall constitute an acceptance by the Buyer of all the terms and conditions set forth herein.