

## TERMS AND CONDITIONS OF PURCHASE AND PAYMENT

### 1. Definitions

1.1 “AmesburyTruth” means Amesbury Industries, Inc., a Delaware corporation and subsidiary of Tyman plc headquartered in London, England, together with its current and future associated companies and subsidiaries in North America.

1.2 “Purchaser” means the legal entity or individual that purchases products from AmesburyTruth.

1.3 “Terms and Conditions” or this “Agreement” means these Terms and Conditions of Purchase and Payment, including any additional documents attached hereto or incorporated herein by reference.

### 2. Applicability

2.1 These Terms and Conditions are the only terms and conditions governing the sale of AmesburyTruth products and are a part of any quotation or other offer from AmesburyTruth, any purchase order and any order confirmation/acknowledgement and shall form an integral part of all contracts between the Purchaser and AmesburyTruth. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of AmesburyTruth product covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

2.2 Purchaser shall carefully review the order confirmation/acknowledgement and shall inform AmesburyTruth immediately of any error or anomaly within three (3) days of its receipt. AmesburyTruth shall be entitled after that time to rely on the accuracy of the order confirmation/acknowledgement. The Purchaser acknowledges that it has read these Terms and Conditions, either as received from AmesburyTruth or as on

AmesburyTruth's website, before ordering AmesburyTruth's products, and has expressly and unconditionally accepted these Terms and Conditions.

2.3 These Terms and Conditions, together with the order confirmation/acknowledgement, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms and Conditions.

### 3. Prices and Taxes

3.1 All published prices and discounts are subject to change at any time. In the event of a change in price, the price of any product or order will be the price in effect on the day AmesburyTruth ships the order. All taxes, duties, tariffs, or other charges of any kind imposed by any government authority on any transaction directly between or associated with AmesburyTruth and the Purchaser shall be paid by the Purchaser.

### 4. Invoicing Terms

4.1 Purchaser shall pay all invoiced amounts to AmesburyTruth within 30 days from the date of AmesburyTruth's invoice by check, wire or electronic funds transfer in immediately available funds in U.S. Dollars. Tooling invoice terms are available upon request. *Any Cash Discount terms may only be applied toward full payment of entire invoice, to include any tariffs, surcharges, taxes and/or price increases. Discounts will not be allowed on partially paid invoices unless the short pay is due to defective or returned product.*

4.2 If Purchaser fails to pay invoices of AmesburyTruth in accordance with the terms herein and such failure continues following 10 days written notice to Purchaser, then AmesburyTruth, at its option and without prejudice to its other rights and remedies, may (A) terminate this Agreement forthwith and without notice, (B) suspend deliveries until all undisputed indebtedness is paid in full and/or (C) place Purchaser's shipments on a cash-in-advance basis.

## 5. Freight

5.1 All products are shipped F.O.B. the Factory. Title to and risk of loss product shipped is the responsibility of the Purchaser and delivery is deemed to be complete upon transfer of the product to a common carrier. AmesburyTruth shall not be liable for any delays, loss or damage in transit.

## 6. Delivery

6.1 Target delivery dates shall be in accordance with the order confirmation/acknowledgement and are merely intended to be estimates and are not binding.

6.2 AmesburyTruth may, in its sole discretion, without liability or penalty, make partial shipments of its products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the items shipped whether such shipment is in whole or partial fulfillment of Purchaser's order.

## 7. Conditions

7.1 Initial orders, all subsequent orders placed before credit is established with AmesburyTruth, will be on a cash-in-advance or C.O.D basis. Cash-in-advance orders will be entered by AmesburyTruth upon receipt of the order and payment. Pricing is determined at time of shipment.

## 8. Return of Goods

8.1 Authorization from the AmesburyTruth Sales Department is required in advance for all goods returned to AmesburyTruth. Authorization will be determined on cases of defective product claims in accordance with the applicable AmesburyTruth Limited Warranty as it appears on our website <http://www.amesburytruth.com/warranty/> (and incorporated herein by reference).

8.2 Authorization will be granted on incorrect shipments due to an error caused by AmesburyTruth. In the event of AmesburyTruth error, claims for

shortages, pricing errors and/or incorrectly filled orders must be submitted in writing to our Sales Department within thirty (30) days from receipt of product.

8.3 AmesburyTruth may also, at its option, authorize the return of other goods subject to inspection and a 25% restocking charge and including an offsetting order equal in value to the amount of the return. Product considered for return must be standard product, built to AmesburyTruth manufacturing specifications, no older than the immediate past calendar year, clean, resalable, and in full unopened cartons. The quantity to be returned cannot be excessive based on AmesburyTruth current level of sales and inventory position. Freight on all returned goods must be prepaid to our plant and merchandise must be received within 30 days of date of authorization.

## 9. Governing Law; Waiver of Jury Trial

9.1 THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. FURTHER, THE UNITED NATIONS CONVENTION ON THE CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## 10. Indemnity

10.1 SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THE AMESBURYTRUTH LIMITED WARRANTY, EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST ALL ACTUAL OR ALLEGED LIABILITY, LOSS OR DAMAGE TO THIRD PARTIES RESULTING FROM THE INDEMNIFYING PARTY'S BREACH OF THIS AGREEMENT, OR FROM THE HANDLING, USE OR DISPOSAL OF OR EXPOSURE TO A PRODUCT WHILE SUCH PRODUCT IS IN THE INDEMNIFYING PARTY'S POSSESSION OR CONTROL EXCEPT TO THE EXTENT THE FOREGOING IS DIRECTLY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PARTY SEEKING INDEMNIFICATION.

## 11. Waiver

11.1 No waiver by AmesburyTruth of any of provisions of these Terms and Conditions is effective unless explicitly set forth in writing and signed by AmesburyTruth. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 12. Force Majeure

12.1 AmesburyTruth shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of AmesburyTruth including, without limitation, acts of nature, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## 13. Assignment

13.1 Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AmesburyTruth. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

## 14. Relationship of Parties

14.1 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. No Third Party Beneficiaries

15.1 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

16. Severability

16.1 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.