

BLICKLE USA WHEELS AND CASTERS, INC. GENERAL TERMS AND CONDITIONS OF SALE



1. Applicable Conditions and Scope of Application. **1.1** Unless otherwise expressly agreed upon in writing by Blickle U.S.A. Wheels and Casters, Inc. ("Blickle USA" or "Seller"), Seller's products and services are exclusively subject to the following General Terms and Conditions of Sale. **1.2** Blickle USA expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Blickle USA's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions.

2. Advice and Information. Any advice and information given to Blickle USA products is based on Seller's experience to date. The data, in particular concerning the possibilities of use of Blickle USA products, are average data only and do not represent an express or implied warranty of any kind.

3. Conclusion and Content of Contract. Seller's offers are not binding, unless Seller includes a binding term of validity. A valid and binding contract shall be concluded only upon either Seller's written confirmation of Buyer's order or, where no such confirmation is given, the delivery of the goods. The contents of the contract shall be determined by Seller's written confirmation, in case of delivery without prior confirmation, Seller's delivery note shall be deemed as being such written confirmation. Oral statements are not binding under any circumstances. Blickle USA reserves the right to correct any typographical, clerical and other errors should they occur, in any invoice, quotation or order confirmation.

4. Express Limited Warranty. **4.1** Subject to standard manufacturing variations and the terms hereof, Blickle USA warrants that the goods furnished hereunder shall be free from defects in workmanship and provided they are not used in any application or manner not specified or recommended by Blickle USA in their Instructions for Use or otherwise misused or abused. This guarantee is effective for one (1) year from the date of shipment for the original Buyer. Normal wear and tear is not covered under this limited warranty. NO WARRANTY SHALL APPLY TO (I) SHIPPING DAMAGE, (II) DAMAGE CAUSED BY IMPROPER INSTALLATION OR IMPROPER USE, (III) PRODUCT WHICH HAS BEEN MODIFIED OR ALTERED IN ANY WAY OR RECONSTRUCTED OR REPAIRED BY PERSONS OTHER THAN BLICKLE USA OR ITS AUTHORIZED REPRESENTATIVES, (IV) USE WITH ANY THIRD-PARTY PRODUCTS, HARDWARE OR PRODUCT THAT HAS NOT BEEN PREVIOUSLY APPROVED IN WRITING BY BLICKLE USA, (V) DAMAGE CAUSED BY SEVERE TEMPERATURES OR ABNORMAL ENVIRONMENTAL CONDITIONS, OR (VI) PRODUCT THAT HAS BEEN SUBJECTED TO IMPROPER MAINTENANCE, IMPROPER STORAGE, ABUSE, MISUSE, ABNORMAL USAGE, ACCIDENT OR USE CONTRARY TO ANY INSTRUCTIONS ISSUED BY BLICKLE USA. BLICKLE USA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF BLICKLE USA WHICH IS NOT SPECIFICALLY SET FORTH HEREIN SHALL BE BINDING UPON BLICKLE USA. If models and samples are delivered, their qualities are not warranted unless expressly stated otherwise in the order confirmation. This shall also apply to data concerning the result of analyses. **4.2** BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY BLICKLE USA, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS.

5. Delivery and Passing of Risk. **5.1** All delivery dates are to be regarded as estimates, unless expressly stated in writing. Blickle USA's performance and date of shipment shall be deemed to be Ex Works ("EXW") at the point of delivery to carrier at Blickle USA's facility. **5.2** In case of default or impossibility of performance Seller is liable for claims for damages exclusively pursuant to the provisions in Clause 9 below. **5.3** In cases of force majeure and in any other case of insufficient performance for which Seller is not directly responsible, Blickle USA shall be entitled to extend the delivery period for the duration of the obstruction and for a reasonable period thereafter to reinstate production. If it is foreseeable that the inability to perform will be of a permanent nature, Blickle USA is entitled to refuse the delivery in whole or in part. In that case Buyer is not entitled to any damage claims. **5.4** Blickle USA is entitled to make partial deliveries. The parties' respective legal obligations in regard to delivery and shipment shall be defined in INCOTERMS 2010 for the relevant shipping term. All shipments are delivered EXW Blickle USA's shipping location to Buyer at such locations as Buyer directs in writing, unless otherwise specified in Blickle USA's written quotation. Blickle USA utilizes their own packing lists, bills of lading and forms to prepare materials for shipment. If special or alternate forms are requested or required there may be an additional charge which will be quoted separately. Buyer is solely responsible for shipment of products purchased hereunder. By placing an order, you authorize Seller to act on your behalf to engage a common carrier to deliver your order to you unless your preferred carrier is specified at time of order. Standard terms, conditions and freight allowances by carriers shall prevail on all deliveries. Materials in transit are the responsibility of Buyer and any claims regarding damaged material are exclusively Buyer's responsibility. **5.5** If delivery upon request is agreed upon, the respective requests must be placed within three (3) months of the conclusion of the contract, unless otherwise agreed upon in writing. In case Buyer does not request delivery within a specified time, clause 5.6 shall apply accordingly. **5.6** If Buyer refuses acceptance of the goods or if shipment is delayed for reasons for which Buyer is responsible, the risk shall pass when Buyer's default in acceptance commences. If shipment is delayed more than thirty (30) days, Blickle USA will be entitled to invoice in full for any remaining balance of the order, if progress payments were agreed upon, they will become void. Further, any storage costs incurred after the risk has passed shall be payable by Buyer. Blickle USA is entitled to charge a storage fee of 1% of the value of the stored goods per month after the first thirty (30) days. Monthly storage and corresponding invoices will be issued while the goods remain in storage. In addition, if Buyer fails to accept the goods within a period of ninety (90) days, Blickle USA is entitled to rescind the contract or claim damages for non-fulfillment.

6. Returned Goods; Credits. Goods may not be returned without Blickle USA's prior written consent. Blickle USA's return policy extends thirty (30) days from the date of shipment. If more than thirty (30) days have passed since the shipment date, Seller cannot offer a refund or exchange. In order for items to be eligible for return, goods must be unused and in the same condition as it was received. Buyer must also provide proof of purchase or receipt document, as well as an official approval notice from Blickle USA Refunds (contact 888-558-7878 or info@blickle.us.com). Returns must be shipped at Buyer's own cost and expense unless otherwise specified by Blickle USA to the location specified on the approval from Blickle USA. Upon receipt and inspection of the returned good(s), Blickle USA will notify Buyer via email. Any stock items, when returned, must be shipped at Buyer's expense as described above and accompanied by a Material Return Authorization issued by Blickle USA and will either be replaced or repaired free of charge (excluding shipping and installation). Seller may charge a restocking fee amounting to Twenty-Five Percent (25%) of the total order for Buyer's cancellation of an order. Custom ordered and/or non-standard products are not subject to cancellation, change, reduction in amount or return for credit or otherwise without the prior written consent of Blickle USA and upon terms which indemnify Blickle USA fully against any losses associated therewith. Blickle USA may issue credits to Buyer's account in certain circumstances, as customer accommodations or incentives or for other reasons in Blickle USA's sole discretion. The mere issuance of a credit to Buyer's account shall not constitute a determination or admission by Blickle USA that an amount is actually due to Buyer, and Blickle USA expressly reserves the right to revoke or rescind any credit in the event that Blickle USA subsequently determines that the credit is not due or may not be due to Buyer. Upon receipt of Buyer's request to utilize a credit, Blickle USA shall confirm whether the credit is actually due to Buyer, and if the credit is due, Blickle USA shall apply or refund the credit (except for certain types of credits, such as customer accommodations or incentives, which may not be refundable). Any credits not used within Six (6) months of issuance will be deemed expired and void. In the event that a credit is issued to Buyer, Blickle USA shall send periodic invoices to Buyer notifying Buyer of any outstanding credits. Once expired, the credits will not be reversed or restored to Buyer by Blickle USA. Buyer expressly releases and discharges Blickle USA from any liability to Buyer with respect to any credits that have expired, or which Blickle USA has determined are not due to Buyer.

7. Prices; Payments; Packaging. **7.1** Seller's prices are current gross prices listed in U.S. Dollars and include standard packaging in a manner to prevent damage through normal handling by the shipping method used. Prices and payment terms herein are subject to change or correction without notice. Buyer should contact Blickle USA for current pricing. Special packaging, if required or requested, will be quoted as a separate item. This will be added to the prices at the rate in force at the time of supply. **7.2** Prices quoted do not include any federal, state, or local sales, use, occupation and/or excise taxes, VAT or duties. Buyer will be liable for any such taxes, unless statement of exemption is provided. **7.3** Any shipping expenses shall be borne by Buyer, unless otherwise agreed upon in writing, at the freight rates, customs tariffs and any further duties applicable at the time of delivery. **7.4** Buyer is not entitled to make any deductions from amounts due to Blickle USA due to any counterclaims or to exercise a right of retention, unless the counterclaims or the right of retention have been acknowledged by Blickle USA in writing or declared valid with final effect in a judicial proceeding.

7.5 Payment. For Buyers with established credit as confirmed in writing by Blickle USA, payment of the total purchase price is due no later than either 10 days with additional 1% discount or due no later than thirty (30) days net from the date of receipt of shipment. For all other Buyers, payment must be included with order or purchase in the form of credit card charge (Visa, Mastercard or American Express) and calculated in U.S. Dollars. **7.6** If Buyer fails to make any payment when due, interest shall accrue on all sums due at the lesser of 1.5% per month or the maximum interest allowed under applicable law. **7.7** All amounts payable to Blickle USA become due immediately if Buyer does not comply with contractual obligations regardless of the term of any bill of exchange Blickle USA may have accepted as conditional payment. In the event of default, bill of exchange protest or suspension of payments, Blickle USA is entitled to demand immediate payment of all Blickle USA's claims, including claims of circulating bills of exchange, regardless of any due dates agreed upon. This shall also apply in the event that circumstances become known to Blickle USA which in Blickle USA's opinion make the creditworthiness of Buyer doubtful, even if these circumstances have existed at the time the order was placed but were not known to Blickle USA at the time. Notwithstanding any other rights, Blickle USA shall be entitled in all above-mentioned cases to make outstanding deliveries against advance payment or security only, and, if no advance payment is made or security granted within a one (1) week period, to rescind the contract without fixing any further time period for compliance. In addition to the foregoing, Blickle USA shall be entitled to reasonable attorneys' fees incurred in connection with the enforcement of its rights hereunder. **7.8** Buyer is not entitled to assign any claims to third parties arising out of or in connection with this contract without Blickle USA's prior written consent. **7.9** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Blickle USA is required to collect of pay with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse and indemnify Blickle USA for any such payments made by Blickle USA.

8. Purchase Money Security Interest. **8.1** Buyer hereby grants Blickle USA a purchase-money security interest under § 25-9-103 of the North Carolina UCC (or any other corresponding law) in the goods purchased from Blickle USA (the "Collateral"). Buyer hereby irrevocably authorizes Blickle USA to file UCC-1 financing statements to perfect the security interest granted herein and any extensions or amendments thereto. **8.2** Buyer shall hold the Collateral in safe custody. Blickle USA shall have the right at any time after reasonable notice to inspect the Collateral for so long as any balance of the purchase price remains outstanding. Buyer shall notify Blickle USA immediately of any seizure or other interference of third parties in respect to Blickle USA's rights in the Collateral and will provide Blickle USA with all documents and information necessary to oppose such interference by all legal means. **8.3** If Buyer does not fulfill its obligations under this or any other contract entered into with Blickle USA or if, in Blickle USA's good faith opinion, Buyer's credit becomes impaired, Blickle USA may suspend performance until such time as Blickle USA has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Blickle USA suspends performance and later proceeds with such order, Blickle USA shall be entitled to such extension of time for performance as is necessitated by the suspension. Blickle USA shall also have the right to rescind the contract. In such case, Buyer upon receipt of written notice from Blickle USA shall surrender the Collateral and Buyer hereby authorizes Blickle USA to enter the premises of Buyer to retake possession of the Collateral at the expense of Buyer and to sell it by private sale or public auction at the highest price possible, notwithstanding Buyer's financial obligations and other duties; after deduction of the costs of such sale the proceeds thereof shall be used to reduce Buyer's debt; any remaining surplus shall be made available to Buyer. **8.4** Notwithstanding anything to the contrary herein, title to and right to possession of the goods shall remain with Blickle USA and Blickle USA shall retain a security interest in the goods and any proceeds of Buyer's sale of the goods in the ordinary course of Buyer's business until any and all payments due from Buyer to Blickle USA pursuant to the contract shall have been made.

9. Remedy for Breach of Warranty; Limitation of Liability. **9.1** Buyer shall examine the goods immediately upon receipt at the place of destination, also if models or samples were delivered in advance. The goods are to be particularly examined with respect to their external quality. The goods shall be deemed to have been accepted without any defects, unless Buyer notifies Blickle USA of any defect within ten (10) days after receipt of the goods at the place of destination or, in case of hidden defects, within ten (10) days after the defect was discovered or should have been discovered. The notification must be made in writing (mail, facsimile or e-mail) and have to specify the defect and nonconformities, and include such other written evidence or other documentation as may be reasonably required by Blickle USA. All such notifications of defects of goods must be addressed to Blickle USA at this address: 75 Coweta Industrial Parkway, Newnan, Georgia 30265. **9.2** Buyer shall ship, at Buyer's expense and risk of loss, all defective products to Blickle USA's facility located at 75 Coweta Industrial Parkway, Newnan, GA 30265 or to such other location as Blickle USA may instruct Buyer in writing. If Blickle USA exercises its option to replace or repair defective products, Blickle USA shall ship the repaired or replacement products to the agreed point of delivery at Blickle USA's expense and risk of loss. **9.3** Buyer has affirmative obligation to notify the freight forwarder of any goods damaged in transit. **9.4** No claim for damages for goods that do not conform to specifications will be allowed unless Blickle USA is given immediate written notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Blickle USA's express written consent. EXCEPT FOR ANY CLAIMS ARISING FROM DEATH, INJURY OR DAMAGE CAUSED BY BLICKLE USA'S NEGLIGENCE, BUYER'S EXCLUSIVE REMEDY AGAINST BLICKLE USA, AND BLICKLE USA'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO BLICKLE USA'S REPAIRING OR REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT BLICKLE USA'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL BLICKLE USA HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL BLICKLE USA HAVE ANY LIABILITY FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER INCLUDING LOST PROFITS. **9.5** Warranty claims shall become time-barred one (1) year from the date of shipment of the goods unless Buyer can prove Blickle USA's fraud or willful misconduct. Any unauthorized use of, or changes to, Blickle USA's engineering work product without prior written consent of Blickle USA shall void any warranty applicable thereto and Blickle USA shall have no liability to Buyer and Buyer shall indemnify Blickle USA from any damages resulting therefrom. **9.6** If Blickle USA determines that any products sold to Buyer may be defective, at Blickle USA's request, Buyer shall withdraw all similar products from sale and, at Blickle USA's option, either return such products to Blickle USA or destroy the products and provide Blickle USA with written certification of such destruction. If Buyer returns all withdrawn products or destroys all withdrawn products and provides Blickle USA with written certification of such destruction within 5 days following Blickle USA's withdrawal request, in either case consistent with Blickle USA's instructions, and if Blickle USA has caused such defect, Blickle USA shall at its sole discretion (a) refund, repair or replace all such returned products or (b) replace such destroyed products. THIS SECTION 9.6 SETS FORTH BUYER'S SOLE REMEDY AND BLICKLE USA'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 9.6. **9.7** Blickle USA's products may cause damage if not used in accordance with the instructions of Blickle USA. Blickle USA disclaims all liability related to damages caused by use of the products not in strict conformity with Blickle USA's instructions.

10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Blickle USA and Blickle USA's directors, officers, employees and agents, and the directors, officers, employees and agents of any Blickle USA parent, subsidiary or related company (the "Blickle USA Indemnitees") from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the sale, marketing or use of the Product by Buyer, except to the extent that such claims, suits, losses, damages, costs, fees or expenses arise or result from any negligent or wrongful act or omission of Blickle USA.

11. Force Majeure. Blickle USA will not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, incorrect, delayed or non-delivery by suppliers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Blickle USA's available supply or manufacturing capacity or any other cause beyond Blickle USA's direct control.

12. Applicable Law; Jurisdiction. **12.1** The relations between Blickle USA and Buyer are governed exclusively by the laws of the State of North Carolina, without regard to its choice of law principles. Neither the United Nations Treaty on the International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties shall be applicable to this contract.

12.2 Arbitration. Any controversy, dispute or claim arising out of or relating to this contract, its effectiveness or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or some other arbitration provider mutually agreed upon, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The arbitrator(s) shall have the power to rule on its/their own jurisdiction, including any questions with respect to the existence, scope or validity of this arbitration clause.

Any arbitration between the parties will be conducted pursuant to expedited procedures for the resolution of commercial disputes utilized by the American Arbitration Association or by the mutually agreed upon arbitration provider in front of one arbitrator, unless the amount in controversy in the arbitration is in excess of \$250,000.00 USD, in which case the normal commercial dispute resolution proceedings of the American Arbitration Association or the mutually agreed upon arbitration provider will be used and the proceeding shall take place in front of three arbitrators. Either party may request arbitration by giving written notice by certified mail or overnight mail to the other party, with this written notice setting forth the nature of the dispute and the amount in controversy. The parties will then have five (5) business days from the receipt of this notice to agree upon an arbitration provider other than the American Arbitration Association. If no agreement regarding another arbitration provider is reached within this period, the party requesting arbitration will then submit a demand for arbitration to the other party and the American Arbitration Association. The place of arbitration is Charlotte, North Carolina, the language of the arbitration is English. This arbitration provision does not prevent either party from seeking injunctive relief as appropriate in a court of competent jurisdiction with regard to the other party's breach of the contract. Once injunctive relief is granted or denied by a court of competent jurisdiction, the underlying dispute between the parties will be submitted to arbitration consistent with the procedures of this paragraph. The parties agree that the award of the arbitrator(s) shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrator(s); that it shall be made and complied with by the parties, respectively shall be promptly payable in U.S. Dollars free of any tax, deduction or offset; and that any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The award shall include interest from the date of any damages incurred for breach or other violation of the contract, and from the date of the award until paid in full, accrued at a rate of one and one-half percent (1.5%) per month. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, pursuant to the chosen commercial arbitration rules (if applicable), but will only have the authority to allocate attorneys' fees if a particular law permits them to do so. Nothing herein contained shall be deemed to give the arbitrator(s) any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of the contract including, without limitation, Section 9 of these Terms and Conditions. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. **12.3** Place of jurisdiction for injunctive relief, shall only be proper in a state or federal court situated in Charlotte, North Carolina, and Buyer irrevocably consents to the exclusive personal jurisdiction of such courts. The same applies regarding any controversy, dispute or claim arising out of or relating to this contract or the breach thereof in case the arbitrator(s) conclude that he/she/they do not have jurisdiction. Buyer waives any objection based on *forum non convenience* or any objection to venue of any such action.

13. Intellectual Property Rights. **13.1** Buyer acknowledges that the following products and names are trademarks of Blickle USA and Buyer acknowledges that it has no rights in or to such trademarks and all goodwill associated therewith inure solely to the benefit of Blickle USA: **13.2** Any document and object, such as drawings, proposals, samples or models, made available to Buyer in connection with Seller's offers, remain Seller's property and are considered intellectual property and trade secrets of Blickle USA. Blickle USA is the holder of copyrights and related protective rights under domestic and international copyright laws regarding these documents and objects. Buyer is not entitled to disclose to third parties the documents, information or intellectual property made available without Blickle USA's prior written consent and any third party to whom such documents, information or intellectual property are lawfully disclosed hereunder shall be bound by the same provisions restricting transfer as Buyer. **13.3. Confidentiality.** Buyer agrees that all specifications, data and other technical information furnished by Blickle USA to Buyer constitute the property of Blickle USA, are furnished solely for the purpose of Blickle USA's performance hereunder, and may not be copied or made accessible to third parties without Blickle USA's prior written consent. Buyer shall promptly return such specifications, data and other technical information and all copies thereof to Blickle USA upon Blickle USA's request. Such request may be made at any time prior to or after delivery of goods. The obligations of Buyer set forth shall also survive cancellation or completion of the contract.

14. Concluding Provisions. **14.1 Amendments.** Any alterations and amendments to the contract, including this clause, must be made in writing and signed by both parties in order to be valid. This shall also apply to any supplementary and additional agreements. **14.2 Severability.** If a provision herein is or becomes partially or completely invalid, the invalidity of this provision shall not affect the validity of the remaining provisions of this contract. **14.3 Compliance with Laws.** Buyer agrees to comply with all laws and regulations applicable to the purchase, distribution, transport, use, storage, sale, lease and/or disposal of the products, including, without limitation, to the extent applicable, International Traffic in Arms, Regulations, the U.S. Export Administrative Act and respective regulations thereunder. **14.4 Survival of Obligations.** Any termination of the contract shall not affect any monies owing or obligations incurred by either of the Parties prior to the effective date of the termination. The representations and warranties set forth in these Terms and Conditions of Sale shall survive expiration or termination for any reason of the contract.

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