



CONDITIONS OF SALE

1. Applicability of Conditions of Sale

- (a) **Except as otherwise expressly agreed upon in writing by Seller, these Conditions of Sale shall apply to every sale of goods or services by Seller to Buyer, notwithstanding any provisions to the contrary that may appear on an order form or other documents issued by Buyer.** Seller may modify these Conditions of Sale at any time, and the modified Conditions of Sale shall apply to every order placed by Buyer after Seller has provided notice of the modification to Buyer.
- (b) If Seller expressly agrees in writing to any special terms, these Conditions of Sale shall be construed as consistent with and in addition to any such additional terms except where any special term specifically varies or overrides any provision of these Conditions of Sale.

2. Definitions

In these Conditions of Sale:

- (a) Seller means Cash Acme, a division of Reliance Worldwide Corporation.
- (b) Buyer means any person or business that purchases goods or services from Seller.

3. Quotations and Orders

- (a) Unless earlier withdrawn or modified, any quotation issued by Seller to Buyer for specific goods or services shall be valid for the period stated in the quotation or, if no period is stated, for thirty (30) days from the date of the quotation. Seller may withdraw or modify a quotation at any time until Seller has accepted in writing any order by Buyer for the goods or services specified in that quotation.
- (b) Seller shall not be bound by any condition included with any order by Buyer unless that condition is expressly accepted by Seller in writing. If Buyer accepts any quotation by delivering to Seller an order form or document which stipulates or purports to impose conditions, no such condition shall be applicable to the sale resulting from the quotation without Seller's express written acceptance of that condition.
- (c) Every quotation shall be subject to and conditioned upon Buyer's obtaining, at Buyer's expense, any necessary import, export or other license.

4. Adjustments to Quotations

- (a) Any quotation for goods to be obtained by Seller for Buyer from a foreign supplier for which Seller will make payment in a currency other than US dollars is made on the basis of the applicable currency exchange rate prevailing at the time of the quotation, and is subject to increase if the exchange rate changes adversely after the date of quotation and before Seller's remittance of payment to the supplier. In the event of any such adverse change, Buyer shall be obligated to pay any additional amount resulting from this change.
- (b) Any quotation for the manufacture of goods by Seller is made on the basis of costs prevailing at the time of the quotation for materials, parts, equipment required to be purchased as component parts, transportation and labor, and is subject to change if these costs increase after the date of quotation and before delivery. In the event of any such increase, Seller may include the amount of the increase in the price of the goods and Buyer shall be obligated to pay the increased amount. Without limiting the generality of the term "cost of labor" includes any increase resulting from or required by any statute, regulation, award, or determination by which rates of pay are increased or by which hours of work are reduced for holidays, sick leave or any benefit or amenity is increased, any of which shall be deemed to be an increase in the cost of labor.

5. Repudiation of Order

If Buyer rejects or revokes acceptance of ordered goods, fails to make payment for part or all of any order, or repudiates part of all of an order, Seller, in addition to any other available remedies, may require Buyer to pay all costs and expenses incurred by Seller in connection with the performance of the order, plus Seller's anticipated profit on the order.

6. Permits and Approvals

For any services to be performed by Seller outside Seller's premises, Buyer shall have full responsibility to obtain and provide any access, services, facilities, permits, approvals or licenses as may be necessary or required for Seller's performance of such services, unless expressly provided otherwise in writing by Seller.

7. Publications

Unless expressly provided otherwise in writing by Seller, all specifications, drawings and particulars of weights, dimensions and performance characteristics submitted by Seller are only approximations, and all descriptions and illustrations contained in catalogues, price lists and other written material are intended merely to present a general idea of the goods described therein and none of these shall be deemed representations or warranties regarding any goods.

8. Delays by Seller

Unless expressly provided otherwise in writing by Seller, any dates and/or times quoted by Seller for the delivery of any goods or the performance of any service are estimates and Seller will not be held responsible for any delay. Buyer's receipt of goods or acceptance of services shall constitute a waiver of any claim for delay. As provided more fully in Section 12 below, Seller shall have no liability whatsoever for any direct, indirect or consequential damages arising from or relating to non-delivery or any delays in delivery, including off-loading or misdirection in transit.

9. Seller's Use of Other Suppliers

Buyer acknowledges that, in fulfilling any contract for the sale of goods, Seller in its sole discretion (a) may manufacture part or all of the specified goods, (b) may purchase part or all of the goods from a third party, including another supplier, and/or (c) may order the manufacture of part or all of the goods from another manufacturer.

10. Warranty

- (a) To the extent it is within the control of Seller, Seller shall pass on to Buyer any manufacturer's warranty for goods supplied by Seller.
- (b) Buyer shall immediately notify Seller in writing upon discovery of any suspected defect in any goods. Buyer shall not undertake any alterations, repairs or remedial work to any goods supplied by Seller without first obtaining Seller's written consent to do so.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION OR REQUIRED BY APPLICABLE LAW, THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT ANY GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) Buyer expressly acknowledges and agrees that (i) Seller is not liable for any advice given by Seller's agents or employees regarding the suitability for any purpose of goods supplied by Seller, and (ii) Buyer bears full and sole responsibility for the selection of any goods to be supplied and any services to be performed by Seller to achieve Buyer's purposes.

11. Acceptance and Return of Goods

(a) Seller may deliver any goods ordered by Buyer progressively in such amounts as Seller shall determine in its sole discretion, in which case Buyer shall be obligated to make payment progressively for the goods as they are delivered.

(b) Buyer shall examine any goods supplied by Seller immediately upon arrival at the designated place of delivery. If any goods are damaged (whether by transit or otherwise) or otherwise defective, Buyer shall notify Seller in writing of the particulars regarding the defects within forty-eight (48) hours after arrival of goods at the place of delivery, and also shall immediately respond to any requests by Seller for additional information regarding the alleged defects.

(c) Buyer shall be deemed to have accepted all goods supplied by Seller as being of the description, quality and quantity ordered unless Buyer notifies Seller in writing of the particulars regarding any defects as required above.

(d) Seller has no obligation to allow Buyer to return any goods that conform to the terms of Buyer's order as accepted by Seller. If Seller, in its sole discretion, allows Buyer to return such goods, Buyer agrees to pay any applicable restocking fee.

(e) Goods that are specially purchased, manufactured, machined or cut to size or to Buyer's specifications may not be returned.

12. Limitations on Liability; Indemnification

(a) Except as otherwise provided in these Conditions of Sale or by applicable law, Seller shall have no liability, whether in contract, tort or otherwise, for (i) any alleged defects in goods provided by Seller to Buyer, or (ii) for any injury, damage or loss Buyer or any person claiming through Buyer may suffer or incur that arises from or relates to any allegedly defective goods or any work done in connection therewith.

(b) Notwithstanding any other provisions of these Conditions of Sale to the contrary, Seller shall not be liable to Buyer for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense), including, without limitation, any economic loss or damage, any expense, and any loss of business, profits or revenue, goodwill, anticipated savings, operation time or contracts.

(c) With respect to any goods manufactured in accordance with Buyer's specifications, Buyer shall indemnify Seller against any damages, losses, liabilities, costs, or other expenses, including attorneys' fees, that Seller may incur, including without limitation any amounts that Seller may pay or owe to any third party that has manufactured such goods, which arise from or relate to any claim that the goods infringe any patent, copyright, trademark, trade secret rights or other intellectual property right of any third party.

(d) All goods are supplied in accordance with the normal industry standards applicable to them, and Seller shall not be liable to Buyer for the condition or quality of goods which comply with these standards.

13. Sales Tax

Unless expressly provided otherwise in writing by Seller, any price quoted by Seller for goods and/or services do not include any sales tax or any other applicable tax, and any such taxes will be added to the quoted price.

14. Means and Cost of Delivery

Unless expressly agreed otherwise in writing by Seller, (i) if Seller prepays any freight, insurance, custom or import duties, landing or delivery charges, or any other charge in connection with shipment and delivery of the goods to Buyer, then any such charges shall be to Buyer's account, and (ii) where delivery is arranged by Seller, Seller has the right to determine the means of delivery.

15. Risk of Loss, Insurance and Title

(a) Buyer shall, at its own cost, insure all ordered goods, in Seller's name, against such risks as a prudent owner of the goods would insure for at their full insurable value.

(b) Where shipment of ordered goods is arranged by Buyer, (i) the risk of loss for any goods shall pass to Buyer when the goods are first made ready for shipment at Seller's warehouse or other place of business, regardless of whether the order is delivered progressively or in full, (ii) Buyer shall insure the goods at its own cost in the names of Seller and Buyer for their respective rights and interests, and (iii) Buyer shall pay the full cost of shipment.

(c) Where shipment of ordered goods is arranged by Seller, (i) the risk of loss for any ordered goods shall pass to Buyer when the goods are loaded for shipment at Seller's warehouse or other place of business, or when the goods are otherwise delivered by Seller to a carrier for shipment to Buyer, regardless of whether the order is delivered progressively or in full, and (ii) Seller shall insure the goods in the names of Seller and Buyer for their respective rights and interests, and (iii) Buyer shall pay the full cost of shipment and insurance.

(d) Notwithstanding any provisions to the contrary in these Conditions of Sale or any other documents related to the order or sale of any goods, title to any ordered goods shall not pass to Buyer until Seller has received payment in full for all amounts owed in connection with the sale of those goods. Until Seller has received such payment, Buyer shall store the ordered goods separately and apart from its own goods and those of any other person or company, and Seller shall be entitled to retake possession of part or all of the goods delivered to Buyer. Seller shall not exercise such right unless any such payment is overdue.

16. Payment

(a) Unless expressly agreed otherwise in writing by Seller, Buyer must make payment in full for all goods within thirty (30) days from the date of Seller's invoice for those goods. If Seller delivers any goods progressively, Buyer shall be obligated to make payment progressively for the goods as they are delivered.

(b) If Buyer fails to make any payment in full within the designated time period, then (i) payment for any other goods delivered to Buyer shall become immediately due, and (ii) Seller shall be entitled to suspend delivery of any other goods ordered by Buyer until Seller has received payment in full for all goods previously delivered to Buyer.

(c) If Seller has agreed that any payment will be due upon a delivery, installation, commission, test or other scheduled event, but the occurrence of that event is delayed by Buyer, the delay shall not extend the due date for that payment. In this situation, Buyer must make payment as though the scheduled event had been completed on the date originally established for that event, and also shall pay for any additional costs and expenses incurred by Seller as a result of Buyer's delay.

17. Late Fee on Delinquent Payments

If Seller has not received full payment of any amount due within the designated time period, then Seller, in addition to any other remedies available to Seller, may charge Buyer a late fee equal to five percent (5%) of the past due amount owed by Buyer.

18. Buyer's Default

Each of the following shall constitute a default by Buyer: Buyer's failure to make any payment when due (whether to Seller or any third party), bankruptcy, liquidation, dissolution, making of any assignment for the benefit of its creditor(s) or entering into any type of workout arrangement with any creditor(s), death, incapacity, or the commencement of foreclosure or forfeiture proceedings by any creditor, including any governmental agency, against property owned by Buyer (whether by judicial proceeding, self-help, repossession or any other method), the appointment of a receiver for any part of any Buyer's business or property, any change in ownership of Buyer, any adverse change in the financial condition of Buyer or any director or owner that has guaranteed the obligations of Buyer to Seller, that causes Seller to believe its prospect of payment is impaired, as may be applicable. Upon the occurrence of any default by Buyer, Seller, at its option without notice to Buyer and without prejudice to any other rights or remedies available to Seller, may immediately cancel any outstanding orders from Buyer, refuse delivery of any ordered goods, and stop delivery of any goods in transit to Buyer hereunder at Seller's option always reserving to Seller all rights to recover any loss consequent upon any such loss cancellation or suspension. Buyer shall be responsible for all direct, incidental and consequential damages Seller may incur upon the occurrence of any default by Buyer or in collecting amounts due from Buyer, including without limitation reasonable attorneys' fees, court costs and legal expenses.

19. Intellectual Property

(a) All drawings, illustrations, specifications, and other product materials relating to goods offered by Seller to Buyer are and shall remain the exclusive property of Seller, regardless of whether the product materials were provided directly by Seller. Buyer shall not transfer any such product materials to any third party without Seller's prior written consent. Buyer shall not use, reproduce or disseminate any information contained in such product materials to any third party without Seller's prior written consent except as required for the purpose of placing an order with Seller for the goods to such materials relate. Buyer shall return all product materials to Seller upon either Buyer's receipt of the goods to which they relate or Seller's request, whichever occurs first.

(b) Buyer represents and warrants that, with respect to any goods manufactured in accordance with Buyer's specifications, those specifications do not infringe any patent, copyright, trademark, trade secret rights or other intellectual property right of any third party, and Buyer agrees to indemnify Seller against any infringement claims as provided in Section 12 above.

20. Right of Removal

Buyer irrevocably grants to Seller and its employees and agents an unrestricted right and license to enter, without notice, premises occupied by Buyer to identify and remove any goods supplied by Seller for which Seller has not received payment in full. To the fullest extent permitted by law, Seller shall have no liability to Buyer or any person claiming through Buyer for any damages arising from or related to Seller's exercise of this right. Seller shall have the right to sell or dispose of any of such goods so removed or otherwise in its sole discretion and shall not be responsible for any loss occasioned thereby.

21. Change in Buyer

Buyer immediately shall notify Seller in writing of any change in Buyer's contact information and, if Buyer is a business organization, of any change in Buyer's structure, ownership, or authorized representatives. Seller is entitled to rely on any information provided by Buyer until Seller has received written notice of any change to that information and had a reasonable opportunity to act on that notice. Except as expressly recognized in writing by Seller, no change to Buyer's structure or ownership shall affect Buyer's obligations to Seller.

22. Credit Enquiries

Buyer authorizes Seller to investigate and to obtain and exchange information regarding Buyer, including information regarding Buyer's creditworthiness, as deemed necessary by Seller from time to time.

23. Governing Law; Severability; Submission to Jurisdiction

All sales of goods and services by Seller to Buyer shall be governed by and construed in accordance with the laws of the state of Alabama, without reference to its conflicts of law rules. The headings used in these Conditions of Sale are for reference and convenience only, and shall not affect the construction of these Conditions of Sale. If any provision of these Conditions of Sale conflicts is held to be invalid by an arbitrator or a court with jurisdiction over the parties, that provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties, and the remaining provisions shall remain in full force and effect. Any legal action or other proceeding brought by Buyer or Seller against the other arising out of or relating to goods supplied or to be supplied by Seller to Buyer shall be instituted in the federal court for or the state court sitting in the Cullman County, Alabama. With respect to any such proceeding, Buyer, to the fullest extent permitted by law: (i) waives any objections that Buyer may now or hereafter have based on venue and/or forum non conveniens of a proceeding in such court; and (ii) irrevocably submits to the jurisdiction of any such court in any proceeding. Notwithstanding anything to the contrary in this Section, Seller may commence legal proceedings or otherwise proceed against Buyer in any other jurisdiction if determined by Seller to be necessary in order to fully enforce or exercise any right or remedy of Seller.