



THE GLOBAL LEADER
IN CASTERS AND WHEELS

Terms and Conditions of Sale

EFFECTIVE: May 1, 2023

Colson Group Holdings, Inc.
1815 S. Meyers Road, Suite 750
Oakbrook Terrace, IL 60181

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE ("TERMS") ARE THE ONLY TERMS AND CONDITIONS WHICH GOVERN THE SALE OF THE GOODS ("GOODS") BY COLSON GROUP USA AND ITS AFFILIATES ("SELLER") TO THE BUYER ("BUYER") AND SUPERSEDE ALL OTHER TERMS AND CONDITIONS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES SUGGESTING ADDITIONAL OR DIFFERENT TERMS. ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. ANY PROPOSAL FOR ADDITIONAL OR DIFFERENT TERMS OR ANY ATTEMPT BY BUYER TO VARY THESE TERMS IS HEREBY DEEMED MATERIAL AND IS OBJECTED TO AND REJECTED. FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS.

- 1. ACCEPTANCE.** Unless otherwise stated in writing signed by a corporate officer of Seller, all quotations covering Seller's Goods are made and all orders for Goods are accepted and all shipments are made on the condition that these Terms shall be applicable. Any term in Buyer's order or acceptance in addition to or not identical with these Terms is deemed material, objected to and these Terms shall not be varied, qualified, modified, amended or interpreted by any prior course of dealing or performance between the parties or by any usage or trade or in any manner other than by a subsequent writing signed by a corporate officer of Seller. All orders must be approved and accepted by a duly authorized agent of Seller. These Terms shall be applicable whether or not they are attached to or enclosed with the Goods. Buyer shall be conclusively deemed to have accepted these Terms upon any of the following by Buyer, its agents or representatives: (i) written or electronic acknowledgement or acceptance; (ii) transmission to Seller of any order for Seller's Goods; (iii) Seller's commencement of manufacture of the Goods or shipment of the Goods; or (iv) acceptance of, or payment for, any Goods. Buyer's failure to object to any provision contained in any communication from Buyer shall not be deemed a waiver of any provision hereof. Any changes in these Terms must be specifically agreed to in writing signed by a corporate officer of Seller before being binding upon Seller.
- 2. PRICES.** Prices are subject to change without notice, and Seller's price in effect at the time of shipment will apply. Clerical errors are subject to correction without liability. Unless otherwise specified or required by law, all prices are exclusive of any sales, use, charges or excise tax, duty (including brokerage fee) or other tax imposed by any governmental authority (collectively "Taxes"). Buyer shall be responsible for all such Taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Such taxes, when applicable, may be added to the purchase price and shall be paid by Buyer unless Buyer delivers to Seller with the order a proper tax exemption certificate acceptable to Seller and the applicable governmental authority.

3. SPECIAL FEES.

Occurrence	Special Fee
Total order value less than \$250	\$25.00
Expedite/priority requests upon acceptance and confirmation from Seller (Seller cannot guaranty shipping time)	\$25.00
International shipments exported from USA	\$50.00

The foregoing fees are subject to change from time to time without notice.

- 4. CANCELLATION.** An order once placed with and accepted by Seller can be cancelled only with Seller's consent and upon payment to Seller of cancellation charges which shall take into account expenses already incurred, commitments made, and Seller's anticipated profit. Once an order is packed, it cannot be cancelled.
- 5. SHIPMENT EXTENSION.** For order shipments greater than \$5,000.00, (a) the shipment is firm within a ten-business-day window of its due date, and cannot be extended within this ten-business-day window, or (b) if prior to the ten-business-day window above, upon Seller's consent, Buyer may extend the ship date once by a maximum of 30 days. Blanket orders are valid for no more than one year.
- 6. TAXES.** The amount of any present or future sales, revenue, excise or other tax applicable to the Goods covered by this order, or the manufacture or sale thereof, shall be added to the purchase price and shall be paid by Buyer or, in lieu thereof, Buyer shall provide Seller with an appropriate tax exemption certificate.
- 7. TITLE AND DELIVERY.** Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information. In no event will Seller be liable for damages of any kind arising out of delay or non-delivery due to causes beyond its control. Unless otherwise agreed in advance in writing, delivery is to be made and title and risk of loss passes to Buyer upon delivery EXW (Incoterms 2020) Seller's designated shipping point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's order. If for any reason Buyer fails to accept tender of any of the Goods on the date designated by Seller, or if Seller is unable to tender or deliver the Goods on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 8. TERMINATION.** In addition to any remedies that may be provided under these Terms, Seller may terminate any order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under

any order or these Terms; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9. PAYMENT.

- a. Unless otherwise specified on the invoice, payments are due within thirty (30) days from the date of invoice without setoff, counterclaim or deduction, payable in US Dollars. Late payments will be subject to a service charge of 1-1/2% per month (18% per annum) or such greater amount as may be authorized by law and specified in the invoice and Seller reserves the right to suspend all shipments until the account is in good-standing. Discounts for prompt payment (if any) do not apply to labor and shipping charges, and no discounts other than those noted on the invoice are authorized. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.
- b. If, in Seller's exclusive judgment, the financial condition or payment history of Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, Seller reserves the right to require full or partial payments in advance, C.O.D. or guarantee by letter of credit. In the event of the bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding with no further obligation whatsoever to Buyer.
- c. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

10. CLAIMS AND RETURNS.

- a. Buyer shall inspect the Goods within ten days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of receipt of non-conforming Goods or shortages prior to the expiration of the Inspection Period. No Goods shall be returned without Seller's consent and issuance of a returned materials (RMA) authorization number. Goods returned without the RMA authorization number will be refused.
- b. Seller is under no obligation to take back material for credit or exchange when the reason for the return was anything other than

Seller's error. At Seller's sole discretion, should a return of this nature be authorized, the items returned must be of current manufacture, in original packaging with all original manuals and/or documentation, and be in resalable condition. A minimum 25% restocking charge will apply as well as any additional charges necessary to restore items to a resalable condition.

- 11. LIMITATION OF LIABILITY.** In no event shall Seller's liability exceed the purchase price of the particular Good at issue. **Under no circumstances shall Seller be liable to Buyer or any other person or entity for incidental, special, consequential or liquidated damages, including without limitation, labor charges, lost profits, loss of use, revenue or profit, expenses of repair, other costs incident to replacement, or transportation costs incurred in shipping Goods to or from Seller's plant, even if Seller has been advised of the possibility of such damages, and regardless of the theory (contract, tort or otherwise) upon which the claim is based and notwithstanding the failure of any agreed or other remedy of its essential purpose.**
- 12. INFORMATION.** Seller does not, by any advice or information it may provide regarding the use of any Goods by Buyer, make any warranty beyond the express written warranty herein, and does not assume any liability for such advice or information given, orally or in print, or for the results obtained by Buyer. Buyer assumes all risk and liability which may result from the use of any Goods, whether singly or in combination with other Goods. No suggestion for use of Goods shall be construed as a recommendation for use in infringement on any patent or other proprietary right.
- 13. LIMITED WARRANTY ON GOODS MANUFACTURED BY SELLER.** Seller warrants to the original purchaser that finished Goods of Seller's manufacture will be free from defects in materials and workmanship under normal use and service for a period of one year from date of shipment, unless otherwise specified on the Goods supplied. Claims under this warranty must be given to Seller immediately upon discovery of such defect and must include a copy of the invoice for the Goods purchased. Seller's obligations under this limited warranty are limited, as the sole remedy, to replacing or repairing or giving credit for, at Seller's sole option, Goods which shall, within one year after shipment, be returned to Seller's designated facility, transportation charges prepaid, and which are, after examination, determined by Seller to be defective. This Warranty does not apply to defects caused by shipping, or to any Goods which have been subject to improper installation, misuse, neglect, accident, ordinary wear and tear, or Buyer's attempts to use any Goods beyond its physical, mechanical or thermal capacity. The aforementioned provisions do not extend the original Warranty period of any Goods that has either been repaired or replaced by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer, and (b) there are no flow-downs from any person or entity including the federal government that become part of the contract.

THIS LIMITED WARRANTY OF SELLER, SUBJECT TO THE LIMITATION OF LIABILITY, IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY, OR IMPLIED BEYOND THE DESCRIPTION ABOVE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER LIABILITIES OR OBLIGATIONS ON THE SELLER'S PART, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE GOODS. THIS LIMITED WARRANTY MAY NOT BE VERBALLY CHANGED OR MODIFIED BY ANY REPRESENTATIVE OF SELLER.

- 14. DISCLAIMER OF WARRANTY ON GOODS MANUFACTURED BY OTHERS.** Goods not manufactured by Seller are covered exclusively by the original manufacturer's warranty, if any. **Seller makes no warranty or representation whatsoever, express or implied, including, without limitation, any warranty of merchantability and fitness for a particular purpose, with respect to Goods not manufactured by Seller.**
- 15. INDEMNITY.** Buyer shall defend, indemnify and hold Seller and its affiliates harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Goods; (b) breach of these Terms by Buyer; (c) any Buyer goods which utilize Seller's Goods as a component part; (d) any goods assembled by Buyer regardless of the amount of Seller's components used with such goods; and (e) Goods subjected to: (i) improper use or installation; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) repairs or modifications made to all or part of the Goods without the prior written consent of Seller; or (v) a use or application other than or varying in any degree from the specifications and Seller's instructions.
- 16. CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the use of performing under these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
- 17. FORCE MAJEURE.** No party shall be liable or responsible to the other

party, nor be deemed to have defaulted under or breached an order or these Terms, for any failure or delay in fulfilling or performing hereunder (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) fire, flood, earthquake, storm, hurricane, explosion or other natural disaster; (c) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), terrorist threats or acts, rebellion, insurrection, terrorist activities, riot or other civil unrest; (d) government order, law, mandate or actions; (e) supply chain disruptions, embargoes or blockades; (f) pandemic, epidemic, or disease; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

- 18. MISCELLANEOUS.** All waivers by Seller shall be in writing. Section headings are included solely for the convenience of the parties. Buyer shall not assign any of its rights or obligations hereunder without Seller's prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries.
- 19. RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained herein 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.
- 20. COMPLIANCE WITH LAW.** Buyer shall comply with all applicable laws, regulations and ordinances.
- 21. APPLICABLE LAW.** The validity, performance and construction of these terms and all sales there under shall be governed by the laws of the state in which Buyer's order is accepted by Seller.



THE GLOBAL LEADER
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ALBION

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shepherd

darvis

MedCaster

PEMCO

Faultless

BASSICK
SINCE 1878