

## Normont/RSM Terms of Sale

The sales of Normont/RSM products are made on the following terms and conditions. The item(s) being sold by Normont/RSM are referred to below as "goods" or "products", Normont/RSM is referred to as "Seller", and the customer is referred to as "Buyer".

1. Agreement. Buyer's acceptance of delivery or payment for goods will constitute Buyer's agreement to these terms if Buyer has not otherwise agreed to these terms

2. Payment terms. Unless Seller agrees otherwise in writing, business with approved credit ratings must make payment in full of the price within thirty-(30) days after shipment. Any payment not made when due will accrue a late charge of one and one-half percent (1-1/2%) per month. All prices are in U.S. Dollars and payment should be made in U.S. Dollars. Any exchange rate charges will be billed to Buyer.

3. Taxes, Brokerage Fees, Duties. Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, brokerage fees or duties and Buyer will be liable for all such taxes, brokerage fees or duties, whether or not invoiced by Seller.

4. Unavoidable Delay. If Seller is unable to finish and ship the goods to Buyer on time because of anything Seller cannot control (casualty, labor disputes, accidents or unavailability of supplies or transportation), the estimates delivery time will be extended accordingly, and Seller will not be liable to buyer for any damages caused by the delay.

5. Deliveries and Risk of Loss. Delivery will be F.O.B Champlain, NY, and risk of loss will pass to Buyer upon delivery to the shipper. Shipping dates are estimates only. Time is not of the essence. Seller may ship all the goods at one time or in portions from time to time. Seller will have the right to determine the method of shipment and routing of the goods unless otherwise specified by Buyer.

6. Returns. All standard catalog items are shipped on a thirty-(30) days trial basis. As long as the product is in new and reusable condition, as determined by Seller in its sole discretion, at the time of return, Buyer may return the

merchandise freight prepaid and Buyer will be issued a credit upon Seller's receipt of the same. Special order or modified items may be returned only at the discretion of Seller who is permitted a reasonable time to inspect such items to determine whether it will accept the attempted return. Any returned special order or modified items accepted by Seller will be subject to restocking charge higher than ten percent (10%) that may be determined from time to time by Seller. All returns must be made via United Parcel Service (UPS), or reputable common carrier with the shipping charges prepaid in full and with reference to Seller's shipper and invoice number.

7. Limited Warranty. Goods sold are warranted by Seller only to Buyers for resale, for use in business or original equipment manufactured against defect in workmanship or materials under normal use for six (6) months after date of original delivery. Seller, in its sole discretion, will determine whether any product is defective. The acceptance by Seller of any product returned is not an admission that the product is defective, and if Seller determines this Limited Warranty does not cover the product, the product will be returned to the Buyer at Buyer's expense. Only if the product was destroyed as a result of its defect or any defect in any product covered by this Limited Warranty and Seller is reasonably satisfied that the product was defective at the time of sale will Buyer be excused from providing Seller with the product at issue. In the event Seller determines any product to be defective, Buyer's EXCLUSIVE REMEDY will be, at Seller's option, the repair, replacement or return of the purchase price of the product.

Further exclusions from this Limited Warranty are as follows:

A. Seller makes no warranty on products from which another manufacturer or seller furnishes a separate warranty – such products are sold AS IS.

B. Any defects that appear after the warranty period are excluded from this Limited Warranty.

C. This Limited Warranty does not apply to defects caused by cleaning, repairs, lubrication, calibrations, maintenance or replacement because of (a) improper repairs,

misapplication, abuse, improper installation, improper operation, unauthorized alteration or modification, misuse or lack of proper maintenance by the Buyer, its employees and agents or (b) abnormal conditions of temperature, moisture, dirt, corrosive matter, and similar conditions.

D. There will be no obligation to repair or replace products that by their nature are expendable.

E. This Limited Warranty does not apply to damage caused by weather or disaster such as fire, wind, or flood, or an unsuitable installation location, or defects from labor or materials furnished by persons other than Seller, its employees and agents.

F. Seller neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of products.

G. Repairs or replacements under this Limited Warranty are warranted as described and limited in this limited Warranty but only for the remainder of the original warranty period.

H. This Limited Warranty is effective only if and so long as the Buyer complies with all payment obligations to Seller. Failure to meet payment obligations voids all warranties and does not extend the Limited warranty period when payment is made.

I. Seller assumes no obligation or liability for advice or assistance given or results obtained in connection with goods sold hereunder. All such advice or assistance is given and accepted at the Buyer's risk. Any decision as to use or installation of goods hereunder is that of the Buyer.

J. NO WARRANTY TO CONSUMERS. SELLER MAKES NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.