

SILTEC USA, INC.
TERMS OF SALE

1. **Pricing.** Standard pricing is listed on the most current Siltec USA, Inc. Price List and is subject to change at any time. Special order pricing and any change from listed prices must be confirmed in writing with Siltec USA at the time orders are placed. Pricing does not include any applicable sales tax or any special packing.
2. **Shipment.** Terms of shipment are Ex Works. Siltec will arrange for freight carriage, and freight charges will be added to the invoice unless otherwise agreed in writing..
3. **Payment.** If Buyer has not established other credit sale arrangements with Siltec USA, payment is due in full within 30 days from the invoice date. We invoice upon shipment.
4. **Late Charges.** Invoices not paid within 30 days of the Invoice Date are subject to a 1% late charge and 1% per month additional late charges thereafter.
5. **Deliveries.**
 - 5.1 **Delivery** is effective upon shipment.
 - 5.2 **Partial deliveries** are permissible unless Buyer specifically instructs otherwise. Buyer will be invoiced solely for delivered product.
6. **Delay.** Vendor will use its best efforts to meet promised delivery dates, but is not liable for reasonable delays or delays caused by force majeure, including strikes or other labor-related actions. If an unexcused delay by Vendor causes demonstrable damage to Distributor or Distributor's customer, Vendor in its discretion may provide a credit up to 3% of the purchase price for each week of delay up to a maximum of 15% credit.
7. **Deferred Delivery.** Buyer may delay shipment by delivering written notice of no less than 24 hours before shipment.
8. **Security Interest.** Buyer grants Vendor a purchase money security interest lien until Vendor is paid. Installed goods are subject to Vendor's materialman's lien until Vendor is paid. Until Vendor is paid, Buyer is not to subject the goods to any pledge, collateral assignment or other security interest, except as specifically agreed by the parties to be junior to a lien in favor of Vendor for the purchase price.
9. **Warranty and Warranty Service.**
 - 9.1 **Vendor's Warranty.** Vendor warrants that all Products delivered by it are free from defects in manufacturing and materials at the time of delivery. Any product or part found to be defective upon delivery or within 12 months after delivery to a Reseller's customer may be returned to Vendor for free replacement. Original and return shipping charges are not reimbursable, but Vendor will pay the cost of shipping replacement Products. Vendor has no obligation to repair or replace any Product or part that is damaged or is not functional as intended due to causes other than manufacturing defects. Vendor makes no other warranty, express or implied, and specifically disclaims all other warranties.
 - 9.2 **Limitation of Liability.** Vendor's liability under its warranty and under this Agreement is limited to replacement of Products and parts. Vendor is not liable for any incidental or consequential damages Reseller or customer may suffer, including any lost profits, lost

savings, damages from delay in delivery of Products or other damage suffered by Reseller or by any other person or entity in connection with use of the Products, the inability to use the Products or from any defect in the Products.

10. **Warning.** Vendor's cable trays and related materials are heavy metal objects with channel guides that form partial loops or hooks. The goods should be handled carefully and in a professional manner. Persons working with or near the goods should wear hardhats, gloves, eye protection and be alert to the potential risks of being hooked or cut by ends and the movement inertia of a heavy object in motion.

Field cuts should be performed in a manner that does not leave sharp edges. Normal handling should not cause risk of injury, but failure to take the above precautions or handling in a careless manner can create risks of impact, cuts or being hooked by a tray hook. For these reasons Resellers are to warn their customers and end users are to warn their employees to remain alert, wear protective gear, move and handle the trays carefully and observe the precautions stated herein to avoid potential injury.

11. **Intellectual Property Rights.** The Products are protected by U.S. patent, trademark and trade secret laws. The written materials, packaging and brand names, including designs and graphics, are protected by trademark and copyright laws. Reseller specifically acknowledges Vendor's intellectual property rights in the Products and trademarks. Reseller shall use the trademarks without modification in its advertising and marketing. Vendor hereby consents to Reseller's use of the mark SILTEC as part of Reseller's advertising, but Reseller may not use SILTEC as part of its own name or trade name. Reseller may not modify, obscure or replace any trademarks, advertising materials, other written materials or packaging supplied by Vendor without specific written consent from Vendor.

12. **Dispute Resolution.** The parties intend to resolve all issues through friendly negotiations between them. If direct negotiations are not successful, either party may request mediation by a mediator to be selected by mutual agreement or with the assistance of an administering authority. Any issues not so resolved are to be determined by arbitration using a single arbitrator appointed by the American Arbitration Association ("AAA"). Unless otherwise agreed the arbitration shall take place in Seattle, Washington State. The arbitrator does not have authority to rule on the validity of any patent held by Vendor or its supplier. If it becomes necessary for Vendor to engage an attorney to collect any balance due from Buyer, Vendor will also be entitled to recover its collection costs including its attorney's fees. In the event a dispute between the parties results in arbitration or a court proceeding, the primarily prevailing party is entitled to recover its costs and expenses, including a reasonable attorney's fee and administrative fees.

13. **Governing Law.** Terms of sale are governed by the laws of the State of Washington, U.S.A. The procedural laws of the forum supplement the AAA rules for any matters related to arbitration.